

# **Exhibit G**

STATE OF WISCONSIN

CIRCUIT COURT  
Branch 7

DANE COUNTY

CB

STATE OF WISCONSIN  
17 West Main Street  
Post Office Box 7857  
Madison, WI 53707-7857,

Plaintiff,

v.

AMGEN INC.  
A Delaware Corporation  
One Amgen Drive  
Thousand Oaks, California 91320-1799

ABBOTT LABORATORIES  
An Illinois Corporation  
100 Abbott Park Road  
Abbott Park, Illinois 60064-6400

ASTRAZENECA PHARMACEUTICALS, LP  
A Delaware Corporation  
1800 Concord Pike  
Wilmington, Delaware 19850

ASTRAZENECA, LP  
A Delaware Corporation  
1800 Concord Pike  
Wilmington, Delaware 19850

AVENTIS PHARMACEUTICALS, INC.  
A Delaware Corporation  
300-400 Somerset Corporate Blvd.  
Bridgewater, New Jersey 08807-2854

AVENTIS BEHRING, LLC  
n/k/a ZLB Behring  
A Delaware Corporation  
1020 1<sup>st</sup> Avenue  
King of Prussia, Pennsylvania 19406-0901

BAXTER INTERNATIONAL, INC.  
A Delaware Corporation  
One Baxter Parkway  
Deerfield, Illinois 60015

Case No. 04 CV 1709

Unclassified - Civil: 30703

**FIRST AMENDED  
COMPLAINT**

JURY TRIAL DEMANDED

THE AMOUNT CLAIMED IS  
GREATER THAN THE  
AMOUNT CLAIMED UNDER  
WIS. STAT. § 799.01(1)(d).

WI 000025

BAYER CORPORATION  
An Indiana Corporation  
100 Bayer Road  
Pittsburgh, Pennsylvania 15205-9741

BEN VENUE LABORATORIES, INC  
A Delaware Corporation  
300 Northfield Road  
Bedford, Ohio 44146

BOEHRINGER INGELHEIM CORPORATION  
A Nevada Corporation  
900 Ridgebury Road  
Ridgefield, Connecticut 06877

BOEHRINGER INGELHEIM  
PHARMACEUTICALS, INC.  
A Connecticut Corporation  
900 Ridgebury Road  
Ridgefield, Connecticut 06877

BRISTOL-MYERS SQUIBB COMPANY  
A Delaware Corporation  
345 Park Avenue  
New York, New York 10154-0037

DEY, INC.  
A Delaware Corporation  
2751 Napa Valley Corporate Drive  
Nap, California 94558

IMMUNEX CORPORATION  
A Washington Corporation  
51 University Street  
Seattle, Washington 98101

IVAX CORPORATION  
A Florida Corporation  
4400 Biscayne Blvd  
Miami, Florida 33137

IVAX PHARMACEUTICALS, INC.  
A Florida Corporation  
4400 Biscayne Blvd  
Miami, Florida 33137

JANSSEN PHARMACEUTICAL PRODUCTS, LP  
A New Jersey Limited Partnership  
1125 Trenton-Harbourton Road  
Titusville, New Jersey 08560

JOHNSON & JOHNSON, INC.  
A New Jersey Corporation  
One Johnson & Johnson Plaza  
New Brunswick, New Jersey 08933

MCNEIL-PPC, INC.  
A New Jersey Corporation  
7050 Camp Hill Road  
Fort Washington, Pennsylvania 19034

MERCK & COMPANY, INC.  
A New Jersey Corporation  
One Merck Drive  
Whitehouse Station, New Jersey 08889-0100

MYLAN LABORATORIES, INC.  
A Pennsylvania Corporation  
1500 Corporate Drive; Suite 400  
Canonsburg, Pennsylvania 15317

MYLAN PHARMACEUTICALS, INC.  
A West Virginia Corporation  
1500 Corporate Drive; Suite 400  
Canonsburg Pennsylvania 15317

NOVARTIS PHARMACEUTICALS CORPORATION  
A New Jersey Corporation  
One Health Plaza  
East Hanover, New Jersey 07936

ORTHO BIOTECH PRODUCTS, LP  
A New Jersey Limited Partnership  
700 U.S. Highway 202  
Raritan, New Jersey 08869

ORTHO-MCNEIL PHARMACEUTICAL, INC.  
A Delaware Corporation  
1000 U.S. Route 202 South  
Raritan, New Jersey 08869

PHARMACIA

A Delaware Corporation  
100 Route 206 North  
Peapack, New Jersey 07977

PFIZER, INC.

A Delaware Corporation  
235 East 42<sup>nd</sup> Street  
New York, New York 10017

ROXANE LABORATORIES, INC.

A Delaware Corporation  
1809 Wilson Road  
Columbus, Ohio 43216-6532

SANDOZ, INC.

f/k/a GENEVA PHARMACEUTICALS, INC.  
A Delaware Corporation  
506 Carnegie Center; Suite 400  
Princeton, New Jersey 08540

SCHERING-PLOUGH CORPORATION,

A New Jersey Corporation  
2000 Galloping Hill Road  
Kenilworth, New Jersey 07033-0530

SICOR PHARMACEUTICALS, INC.

f/k/a GENSLA SECOR PHARMACEUTICALS, INC.  
A Delaware Corporation  
19 Hughes  
Irvine, California 92618-1902

SMITHKLINE BEECHAM CORPORATION

d/b/a GLAXOSMITHKLINE  
A Delaware Corporation  
One Franklin Plaza  
Philadelphia, Pennsylvania 19102

TAP PHARMACEUTICAL PRODUCTS, INC.

An Illinois Corporation  
Bannackburn Lake, Office Plaza  
2355 Waukegan Road  
Deerfield, Illinois 60015

TEVA PHARMACEUTICAL INDUSTRIES, LTD.  
A Delaware Corporation  
650 Cathill Road  
Sellersville, Pennsylvania 18960

WARRICK PHARMACEUTICALS CORPORATION  
A Delaware Corporation  
12125 Moya Boulevard  
Reno, Nevada 89506

WATSON PHARMA, INC.  
f/k/a Schein Pharmaceuticals, Inc.  
A Delaware Corporation  
311 Bonnie Circle  
Corona, California 92880

WATSON PHARMACEUTICALS, INC  
A Nevada Corporation  
311 Bonnie Circle  
Corona, California 92880

Defendants.

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**FIRST AMENDED COMPLAINT**

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The State of Wisconsin, by its counsel Attorney General Peggy A. Lautenschlager, complains of the defendants as follows:

**I. NATURE OF THE ACTION.**

1. This is a lawsuit by the State of Wisconsin on its own behalf and acting in its parens patriae capacity on behalf of its citizens and Wisconsin organizations who pay the prescription drug costs of their members, to recover damages and injunctive relief from defendants, who are manufacturers of prescription drugs. As described in this Complaint, defendants have taken advantage of the enormously complicated and non-transparent market for prescription drugs to engage in an unlawful scheme to cause Wisconsin and its citizens and payers to pay inflated prices for prescription drugs. The scheme involves the publication by

defendants of phony “average wholesale prices,” which then become the basis for calculating the cost at which “providers” – the physicians, hospitals, and pharmacies who provide these prescription drugs to patients – are reimbursed by Wisconsin. Defendants reinforce this basic tactic with other deceptive practices described in this Complaint, including the use of secret discounts and rebates to providers and the use of various devices to keep secret the prices of their drugs currently available in the market place to other purchasers. By willfully engaging in this scheme, defendants have succeeded in having Wisconsin and its citizens and payers finance windfall profits to these providers. Defendants attempt to profit from their scheme by using the lure of these windfall profits competitively to encourage providers to buy more of their drugs instead of competing in the market place solely on the basis of legitimate factors such as price and the medicinal value of their drugs.

## **II. PARTIES AND JURISDICTION.**

2. The State of Wisconsin brings this action on behalf of itself, its citizens, and Wisconsin organizations, (those which pay the prescription drug costs of their members, hereinafter “private payers”) who have paid inflated prices for defendants’ prescription drugs as a result of defendants’ unlawful conduct set forth below.

3. The defendants are all pharmaceutical companies whose fraudulent scheme, described in this Complaint, has resulted in drugs being sold to Wisconsin, its citizens, and payers at inflated prices, as detailed below.

4. Defendant Abbott Laboratories (“Abbott”) is an Illinois corporation with its principal place of business at 100 Abbott Park Road, Abbott Park, Illinois 60064-6400.

5. The following two defendants are hereinafter referred to as the Amgen group:

- a. Defendant Amgen Inc. ("Amgen") is a Delaware corporation in the business of manufacturing and selling pharmaceuticals. Amgen's principal place of business is located at One Amgen Drive, Thousand Oaks, California 91320-1799.
- b. Defendant Immunex Corporation ("Immunex"), a wholly owned subsidiary of Amgen since July 2002, is a Washington State corporation engaged in the business of manufacturing and selling pharmaceuticals. Immunex's principal place of business is located at 51 University Street, Seattle, Washington, 98101.

6. Defendants AstraZeneca Pharmaceuticals, LP and AstraZeneca LP ("AstraZeneca") are related Delaware corporations with their principal place of business at 1800 Concord Pike, Wilmington, Delaware 19850.

7. Defendant Aventis Pharmaceuticals, Inc. ("Aventis") is a Delaware corporation with its principal place of business located at 300-400 Somerset Corporate Boulevard, Bridgewater, New Jersey 08807-2854.

8. Aventis Behring, LLC, n/k/a ZLB Behring ("Behring") is a Delaware corporation with its principal place of business located at 1020 1st Avenue, King of Prussia, Pennsylvania 19406-0901.

9. Defendant Baxter International, Inc. ("Baxter") is a Delaware corporation with its principal place of business at One Baxter Parkway, Deerfield, Illinois 60015.

10. Defendant Bayer Corporation ("Bayer") is an Indiana corporation with its principal place of business located at 100 Bayer Road, Pittsburgh, Pennsylvania 15205-9741.

11. The following four defendants are hereinafter referred to as the Boehringer Group:

- a. Defendant Boehringer Ingelheim Corporation (“Boehringer”) is a Nevada corporation engaged in the business of manufacturing and selling pharmaceuticals. Boehringer’s principal place of business is located at 900 Ridgebury Road, Ridgefield, Connecticut 06877.
- b. Defendant Boehringer Ingelheim Pharmaceuticals, Inc. (“Boehringer Pharm”), a wholly owned subsidiary of Boehringer, is a Connecticut corporation engaged in the business of manufacturing and selling pharmaceuticals. Boehringer Pharm’s principal place of business is located at 900 Ridgebury Road, Ridgefield, Connecticut 06877.
- c. Defendant Roxane Laboratories, Inc. (“Roxane”), a wholly owned subsidiary of Boehringer, is a Delaware corporation engaged in the business of manufacturing and selling pharmaceuticals. Roxane’s principal place of business is located at 1809 Wilson Road, Columbus, Ohio 43216-6532.
- d. Defendant Ben Venue Laboratories, Inc. (“Ben Venue”), a wholly owned subsidiary of Boehringer, is a Delaware corporation engaged in the business of manufacturing and selling pharmaceuticals. Ben Venue’s principal place of business is located at 300 Northfield Road, Bedford, Ohio 44146.

12. Defendant Bristol-Myers Squibb Company (“Bristol-Myers”) is a Delaware corporation engaged in the business of manufacturing and selling pharmaceuticals. Bristol-

Myers' principal place of business is located at 345 Park Avenue, New York, New York 10154-0037. Westwood-Squibb ("Westwood") is a division of BMS.

13. Defendant Dey, Inc. ("Dey") is a Delaware corporation with its principal place of business at 2751 Napa Valley Corporate Drive, Napa, California 94558.

14. The following two defendants are hereinafter referred to as the Ivax Group:

- a. Defendant Ivax Corporation ("Ivax") is a Florida (formerly Delaware) corporation engaged in the business of manufacturing and selling pharmaceuticals. Ivax's principal place of business is located at 4400 Biscayne Blvd., Miami, Florida 33137.
- b. Defendant Ivax Pharmaceuticals Inc. ("Ivax Pharm"), a wholly owned subsidiary of Ivax, is a Florida corporation engaged in the business of manufacturing and selling pharmaceuticals. Ivax Pharm's principal place of business is located at 4400 Biscayne Blvd., Miami, Florida 33137.

15. The following five defendants are hereinafter referred to as the Johnson & Johnson Group:

- a. Defendant Johnson & Johnson ("J&J") is a New Jersey corporation engaged in the business of manufacturing and selling pharmaceuticals. J&J's principal place of business is located at One Johnson & Johnson Plaza, New Brunswick, New Jersey 08933.
- b. Defendant Janssen Pharmaceutical Products, LP ("Janssen"), a wholly owned subsidiary of J&J, is a New Jersey limited partnership engaged in the business of manufacturing and selling pharmaceuticals. Janssen's

principal place of business is located at 1125 Trenton-Harbourton Road, Titusville, New Jersey 08560.

- c. Defendant Ortho-McNeil Pharmaceutical, Inc. ("Ortho McNeil"), a wholly owned subsidiary of J&J, is a Delaware corporation engaged in the business of manufacturing and selling pharmaceuticals. Ortho McNeil's principal place of business is located at 1000 U.S. Route 202 South, Raritan, New Jersey 08869.
- d. Defendant Ortho Biotech Products, LP ("Ortho Biotech"), a wholly owned subsidiary of J&J, is a New Jersey limited partnership engaged in the business of manufacturing and selling pharmaceuticals. Ortho Biotech's principal place of business is located at 700 U.S. Highway 202, Raritan, New Jersey 08869.
- e. Defendant McNeil-PPC, Inc. ("McNeil"), a wholly owned subsidiary of J&J, is a New Jersey corporation engaged in the business of manufacturing and selling pharmaceuticals. McNeil's principal place of business is located at 7050 Camp Hill Road, Fort Washington, Pennsylvania 19034. McNeil Consumer & Specialty Pharmaceuticals ("McNeil Cons") is a division of McNeil.

16. Defendant Merck & Company, Inc. ("Merck") is a New Jersey corporation engaged in the business of manufacturing and selling pharmaceuticals. Merck's principal place of business is located at One Merck Dr., Whitehouse Station, NJ 08889-0100.

17. The following two defendants are hereinafter referred to as the Mylan Group:

- a. Defendant Mylan Laboratories, Inc. ("Mylan") is a Pennsylvania corporation engaged in the business of manufacturing and selling pharmaceuticals, mainly through its subsidiaries. Mylan's principal place of business is located at 1500 Corporate Drive, Suite 400, Canonsburg, Pennsylvania 15317.
- b. Defendant Mylan Pharmaceuticals, Inc. ("Mylan Pharm"), a wholly owned subsidiary of Mylan, is a West Virginia corporation engaged in the business of manufacturing and selling pharmaceuticals. Mylan Pharm's principal place of business is located at 1500 Corporate Drive, suite 400, Canonsburg, Pennsylvania 15317.

18. The following two defendants are hereinafter referred to as the Novartis Group:

- a. Defendant Novartis Pharmaceuticals Corporation ("Novartis") is a New Jersey corporation engaged in the business of manufacturing and selling pharmaceuticals. Novartis' principal place of business is located at One Health Plaza, East Hanover, New Jersey 07936.
- b. Defendant Sandoz, Inc. ("Sandoz"), formerly known as Geneva Pharmaceuticals, Inc., is a wholly owned subsidiary of Novartis. Sandoz is a Delaware corporation engaged in the business of manufacturing and selling pharmaceuticals. Sandoz's principal place of business is located at 506 Carnegie Center, Suite 400, Princeton, New Jersey 08540.

19. Defendant Pfizer, Inc. ("Pfizer") is a Delaware corporation with its principal place of business at 235 East 42nd Street, New York, New York 10017. In April 2003 Pfizer acquired Pharmacia. Pfizer is also being sued for the conduct of its subsidiaries and or divisions,

including, but not limited to, Warner-Lambert, Pfizer-Warner-Lambert, Division: Parke-Davis Group.

20. Defendant Pharmacia ("Pharmacia") is a Delaware corporation with its principal place of business located at 100 Route 206 North, Peapack, New Jersey 07977. Pharmacia was created through the merger of Pharmacia and Upjohn, Inc., and Monsanto Company on March 31, 2000. Pharmacia was acquired by defendant Pfizer in April 2003.

21. The following two defendants are hereinafter referred to as the Schering Group.

- a. Defendant Schering-Plough Corporation ("Schering-Plough") is a New Jersey corporation with its principal place of business located at 2000 Galloping Hill Road, Kenilworth, New Jersey 07033-0530. Schering-Plough has engaged in the practices described in this Complaint under its own name and through its wholly owned subsidiary Warrick Pharmaceuticals Corporation.
- b. Defendant Warrick Pharmaceuticals Corporation ("Warrick"), is a Delaware corporation with its principal place of business at 12125 Moya Boulevard, Reno, Nevada. Warrick is a wholly owned subsidiary of Defendant Schering-Plough and has been since its formation in 1993. Warrick manufactures generic pharmaceuticals.

22. The following two defendants are hereinafter referred to as the Teva Group.

- a. Defendant Teva Pharmaceuticals, USA, Inc. ("Teva US") is a Delaware corporation engaged in the business of manufacturing and selling pharmaceuticals. Teva's principal place of business is located at 650

Cathill Road, Sellersville, Pennsylvania 18960. Teva US is a subsidiary of an Israeli Corporation, Teva Pharmaceutical Industries, Ltd. ("Teva Ltd.").

- b. Defendant Sicor Pharmaceuticals, Inc., f/k/a Gensia Secor Pharmaceuticals, Inc., is a Delaware Corporation with its principal place of business at 19 Hughes, Irvine, California 92618-1902. Sicor is owned by Teva.

23. Defendant SmithKline Beecham Corporation, d/b /a GlaxoSmithKline, ("GlaxoSmithKline") is a Delaware corporation with its principal place of business at One Franklin Plaza, Philadelphia, Pennsylvania 19102.

24. Defendant TAP Pharmaceutical Products, Inc. ("TAP") is a Delaware corporation headquartered at Bannackburn Lake Office Plaza, 2355 Waukegan Road, Deerfield Illinois 60015. TAP is jointly owned by Abbott Laboratories and Takeda Chemical Industries, Ltd.

25. The following two defendants are hereinafter referred to as the Watson Group:

- a. Defendant Watson Pharmaceuticals, Inc. ("Watson") is a Nevada corporation engaged in the business of manufacturing and selling pharmaceuticals. Watson's principal place of business is located at 311 Bonnie Circle, Corona, California 92880.
- b. Defendant Watson Pharma, Inc., formerly known as Schein ("Watson Pharma"), a wholly owned subsidiary of Watson since 2000, is a Delaware corporation engaged in the business of manufacturing and selling pharmaceuticals. Watson Pharma's principal place of business is located at 311 Bonnie Circle, Corona, California 92880.

26. This Court has jurisdiction over the plaintiffs' claims as they involve claims arising exclusively under Wisconsin statutes, Wisconsin common law and the parens patriae authority of the Attorney General to act on behalf of the State of Wisconsin, its citizens, and its payers.

27. Jurisdiction and venue are proper in Dane County, Wisconsin, in that all of the defendants do substantial amounts of business there.

### **III. FACTUAL BACKGROUND**

#### **A. The Market For Prescription Drugs.**

28. The market for prescription drugs is extremely complex. It is composed of over 65,000 separate National Drug Codes ("NDCs") and is non-transparent. (There is a separate NDC number for each quantity of each drug manufactured by each manufacturer.) The essential structure of the market is as follows. The drugs themselves are manufactured by enormous and hugely profitable companies such as defendants. Defendants sell the drugs (with varying numbers of intermediaries and agents involved in the process) to physicians, hospitals, and pharmacies. In medical jargon, these physicians, hospitals, and pharmacies are called "providers." The providers then in essence resell the drugs to their patients when the drugs are prescribed for, administered or dispensed to those patients. Most patients have private or public health insurance coverage. Where a patient has such insurance, the price that is paid for the patient's prescribed drug ultimately will be paid in whole or large part by a private insurance company, a self-insured entity, or a government entity in the case of Medicare and Medicaid programs. In medical jargon, these private insurance companies, self-insured entities, and government entities are known as "payers." More often than not, the payer will make the reimbursement payment directly to the provider, not to the patient.

29. This market structure means that the market for prescription drugs differs in two crucial respects from most markets.

30. First, in most markets, demand for a product is determined by the ultimate consumers of the product. This is not the case for prescription drugs. In the prescription drug market, the decision to use a prescription drug is overwhelmingly made not by the recipient of the drug – the patient – but by physicians, by hospitals in which the patient is treated, home health care agencies, long term care facilities or (with respect to the decision to use generic drugs versus brand-name drugs) a pharmacy. Since prescription drugs are dispensed only on a physician's order, the physician has the principal say in what drug will be chosen for the patient. However, hospitals, particularly teaching hospitals, also have considerable influence over this choice. If a hospital decides to put one drug as opposed to a competing drug on its "formulary" (the list of drugs that the hospital stocks), the result will be that the physicians (particularly residents and attending physicians who are employed by the hospital) will likely order that drug rather than a competing drug. Likewise, although pharmacies do not prescribe drugs, pharmacies can exert important influence over the choice of which drug the patient will purchase where there is a choice between buying the generic version or the brand-name version of the drug which the physician has prescribed.

31. A second difference of the prescription drug market from more ordinary markets is that in ordinary markets, the ultimate consumer of the product pays for it directly. In the prescription drug market, however, most payments for drugs are made by "payers" through private or public insurance programs.

32. This structure of the prescription drug market produces the following fundamental fact that underlies defendants' unlawful scheme. If a defendant drug manufacturer can cause a

“payer” to reimburse for defendant’s drug at a higher price than the price the provider paid to buy the drug from the defendant, there will be a “spread” between the two prices, and that “spread” is retained by the provider as profit. The larger the “spread” that can be created for a particular drug, the greater the incentive the provider has for choosing, or for influencing the choice of, that drug rather than a drug of a competing manufacturer.

**B. Defendants’ Average Wholesale Prices And The Scheme To Market The Spread At Wisconsin’s Expense.**

33. Defendants have engaged in a scheme to maximize the “spread” by maximizing the prices at which Wisconsin and Wisconsin citizens reimburse providers for defendants’ drugs. The scheme takes advantage of the fact that the Medicare and Medicaid Programs rely on defendants’ published wholesale prices for reimbursement guidance. Since at least 1992, defendants have published false and inflated wholesale prices for virtually all of their drugs.

34. Each of the defendants and/or its subsidiaries has for years identified an average wholesale price (“AWP”) and, more recently, a price denominated as the wholesale acquisition cost (“WAC”) (or similar terms used to denote either the price charged by wholesalers or a drug’s cost to wholesalers) for most of their drugs. These prices are disseminated to the public by the defendants through publication in certain medical compendiums. Among the most prominent of these compendiums are the Drug Topics Red Book and First DataBank Annual Directory of Pharmaceuticals. These publications rely on the prices reported to them by the defendants. These are the only prescription drug prices that defendants make public.

35. For many years Wisconsin, as a payer under the Medicaid program, has based its reimbursement formula for prescription drugs on the defendants’ published AWP’s. Wisconsin has relied on these prices for many reasons. First, simplified and reliable estimates of the cost of drugs prescribed for Wisconsin citizens are needed because the huge number of different drugs

and the non-transparency of the marketplace make it impracticable for Wisconsin to track the drug price changes drug by drug on a daily basis. Second, the AWP comes directly from the defendants, the most knowledgeable source. Third, by using the term “average wholesale price,” defendants convey that term’s commonly understood meaning – that the price is an average of actual prices that are charged by wholesalers. Fourth, the compendiums in which these prices are published are widely used and respected. Fifth, these published prices are the only prices publicly available. Sixth, defendants conceal the true cost of their drugs as set forth below. Seventh, Wisconsin relies on the honesty of those who profit from Wisconsin’s Medicaid assistance programs and other State programs.

36. As a result, Wisconsin’s drug reimbursement system has been, and remains, almost completely dependent on defendants’ reported wholesale prices. Defendants know this fact and rely on it to make their AWP scheme work.

37. Defendants have illegally misrepresented the true AWP for virtually all of their drugs. One purpose of this scheme was and is to create the spread between the true wholesale price of a drug and the false and inflated AWP and thereby increase the incentive for providers to choose the drug for their patients, or, at a minimum, to counteract the same tactic used by a competitor, since if competing manufacturers are also publishing false and inflated AWP for their drugs, a given defendant will be at a competitive disadvantage unless it does the same for its own drugs.

38. The higher the spread between the AWP and the wholesale price the provider actually pays, the more profit a provider can make. Defendants often market their products by pointing out (explicitly and implicitly) that their drug’s spread is higher than a competing drug’s.

39. One example of how defendants market this spread is Adriamycin, one of the drugs used in treating breast cancer. Defendant Pharmacia reported an AWP of \$241.36 for Adriamycin in April 2000 when the drug was actually selling at wholesale for as low as \$33.43, creating a “spread” of \$207.93. These spreads were then advertised to oncology providers in promotions which emphasized a wide margin of profit.

40. All of the defendants have inflated their reported average wholesale prices to levels far beyond any real average wholesale price of their drugs and those of their subsidiaries. One high-ranking industry executive has described it as the industry practice to do so. Dey brought a lawsuit against First DataBank, the publisher of the medical compendium that Wisconsin Medicaid relies on for prescription drug pricing, because it published the *actual* average wholesale price of Dey’s drugs instead of the false average wholesale price sent to the publisher by Dey. Dey’s principal allegation in that lawsuit was that the publication of its actual prices for drugs was inconsistent with the practice in the industry of accepting and publishing reported, inflated AWP’s, and that such publication put Dey at a competitive disadvantage because it had no “spread” to advertise.

41. Attached as Exhibit A to this Complaint is a list of drugs manufactured by the defendants and/or their subsidiaries that the U.S. Department of Justice, after an extensive investigation, found to have inflated AWP’s. The U.S. Department of Health and Human Services concluded, with respect to all drugs utilized in the Medicare Program that “[a] general conclusion reached in reviewing GAO [General Accounting Office] and OIG [Office of Inspector General] data is that there is a level of overstatement in the listed AWP for *all* drugs . . . .” Payment Reform for Part B Drugs, 68 Fed. Reg. 50,430 (August 20, 2003) (emphasis added).

42. Examples of the defendants' practices of inflating AWP's include the following:

Manufacturer/Drug	2000 AWP	2000 Available Price	Spread	% Spread
Baxter Dextrose	\$ 542.88	\$ 86.40	\$ 456.48	528%
Ben Venue/Bedford Labs Etoposide, 20 ml.	\$ 550.00	\$ 45.13	\$ 504.87	1119%
Pharmacia/Upjohn Methylprednisolone Sodium Succinate (Solu- Medrol)	\$ 21.90	\$ 5.51	\$ 16.39	297%

43. Exhibit B contains additional examples of drugs manufactured by defendants with inflated AWP's. Plaintiff has continued to obtain information relating to defendants' publication of the prices of their drugs including material obtained by the original qui tam whistleblower, Ven-A-Care, complaints filed by other states and prices available to buyers other than Wisconsin's Medicaid program and have found that the evidence uniformly supports the conclusion that defendants' have pervasively inflated their published wholesale prices.

44. Defendants have similarly illegally and deceptively misrepresented and inflated the wholesale acquisition cost ("WAC") of their drugs making it appear that any reduction in the purchase price beyond the listed WAC would result in a loss to the wholesaler and was, hence, unachievable, when in fact the WAC was secretly discounted to purchasers other than the Medicaid and Medicare programs through an elaborate charge back system.

#### **IV. DEFENDANTS' EXACERBATION OF THE COMPLEXITIES OF THE MARKET AND AFFIRMATIVE CONCEALMENT OF THEIR WRONGDOING.**

45. Defendants have been able to succeed in their drug pricing scheme for more than a decade by exacerbating the complexities of the incredibly huge, and dauntingly complex, drug market, and by purposely concealing their scheme from Wisconsin and other payers, as set forth below.

46. The published wholesale price of the 65,600 plus NDC numbered drugs may, and often does, change at any time. As a consequence, just to track the current published prices of drugs utilized by a state's citizens requires resources and expertise that most states do not have.

47. Defendants have further exacerbated the inherent complexities of the drug market by utilizing marketing schemes which conceal the true price of their drugs in several different ways.

48. First, defendants sell their drugs in a unique manner which hides the true price of their drugs. This scheme works as follows. Upon agreeing on a quantity and price of a drug with a provider, or group of providers, the defendants purport to sell the agreed upon drugs to wholesalers with whom they have a contractual arrangement, at a price they call the Wholesale Acquisition Cost ("WAC"). The WAC may be, and usually is, higher than the price agreed upon by the provider and the drug manufacturer. The wholesaler then ships the product to the provider, charging the provider the (lower) price originally agreed upon by the drug manufacturer and the provider. When the wholesaler receives payment from the provider, it charges the manufacturer for handling, and any applicable rebates and discounts, and sends a bill to the manufacturer, called a "charge back," for the difference between the WAC and the price actually paid by the provider. These charge backs, (or shelf adjustments, or other economic inducements) are kept secret, so that it appears that the wholesaler actually purchased the drug at the higher WAC price. The effect of this practice is to create the impression that the "wholesale price" of the drug is higher than it really is.

49. Second, defendants further inhibit the ability of Wisconsin and other ultimate purchasers to learn the true cost of their drugs by wrapping the sales agreements they negotiate

with providers in absolute secrecy, terming them trade secrets and proprietary, to preclude providers from telling others the price they paid.

50. Third, defendants further obscure their true prices for their drugs with their policy of treating different classes of trade differently. Thus, for the same drug, pharmacies are given one price, hospitals another and doctors yet another.

51. Fourth, some defendants have hidden their real drug prices by providing free drugs and phony grants to providers as a means of discounting the overall price of their drugs. For example, defendant TAP has pled guilty to a federal criminal indictment for engaging in such conduct, as have defendant AstraZeneca and defendant Pfizer. These illegal practices appear to be part of an industry-wide marketing effort that may well represent the industry norm, but further discovery on this issue is required.

52. Defendants have hidden their motive for utilizing an inflated AWP from the public. Only with the disclosure of materials secured by litigants in recent discovery has it become apparent that one reason defendants were intentionally manipulating the nation's drug reimbursement system was to compete for market share on the basis of a phony price spread, instead of the true selling price of their drugs or the medicinal value of these drugs to their users.

53. Defendants have further concealed their conduct by making sure that all of the entities purchasing drugs directly from the defendants (and, hence, knowledgeable about the true price of their drugs) have had an incentive to keep defendants' scheme secret. Defendants' scheme permits all providers, pharmacies, physicians, and hospitals/clinics, to make some profit off defendants' inflated spread, because all of them are reimbursed in some manner on the basis of the AWP for at least some of the drugs they sell or administer. For providers, therefore, the greater the difference between the actual price and the reported AWP, the more money they

make. Thus, providers willingly sign drug sales contracts requiring them to maintain secrecy about the prices they pay for drugs.

54. Defendants have themselves continuously concealed the true price of their drugs and continued to publish deceptive AWP and WACs as if they were real, representative prices.

55. Although from time to time reports have emerged which indicate one drug or another, at one time or another, could be purchased for less than the AWP, Wisconsin has been powerless to either discover the nature of defendants' fraud or arrest it for many reasons. First, defendants have fraudulently concealed their scheme by publishing AWP and WACs as if they were true prices and by hiding their true prices through elaborate cover-ups. To this day Wisconsin has no idea what the true wholesale prices of defendants' drugs are. Second, only recently has the outline of defendants' scheme become known. Indeed, as late as 2000 the United States Congress was sufficiently confused by what defendants were doing that it directed the General Accounting Office to launch a full scale investigation of the market. And it was not until 2003 that the U.S. Department of Health and Human Services was able to modify the Medicare reimbursement system for drugs. Third, the motive for defendants engaging in this scheme—the belief that a larger spread enhances sales prospects—has only recently been discovered, making it clear, for the first time, that the disparities in reported AWP/actual prices were not simply a result of transient market forces but were, instead, the result of a purposefully deceptive scheme by the defendants. Fourth, as a public policy matter it is impracticable to respond effectively to evidence that some drugs, at some time, for some reason, have AWPs higher than their actual purchase price. Wisconsin does not have the resources to investigate each drug company to validate the reported prices of over 65,000 NDC's on an ongoing basis. And Wisconsin is not at liberty simply to slash its drug reimbursement levels in the dark. If it

unknowingly reduced its levels of reimbursement to below that which the providers actually pay for drugs, the providers would simply stop supplying the drugs, to the detriment of Wisconsin citizens. Thus, although Wisconsin has now uncovered the outline of defendants' unlawful scheme, the damage resulting to the State and its citizens from defendants continues unabated and will continue until Wisconsin learns the true wholesale prices of defendants' drugs.

56. Defendants' unlawful scheme has completely corrupted the market for prescription drugs. Instead of competing on prices and medicinal value alone, the defendants have deliberately sought to create a powerful financial incentive for providers to prescribe drugs based on the spread between the true price of a drug and its published AWP or WAC. Creating incentives for providers to prescribe drugs based on such a spread is inconsistent with Wisconsin's public policy. Large price spreads on higher priced drugs encourage providers to prescribe more expensive drugs instead of their lower priced substitutes thereby increasing the cost of healthcare, and competition on the basis of such spreads has the potential to influence (consciously or unconsciously) providers to prescribe less efficacious drugs over ones with greater medicinal value. Because of defendants' concealment of their scheme, Wisconsin and its citizens have unknowingly underwritten this perversion of competition in the drug market. In sum, defendants have been, and continue to be, engaged in an insidious, fraudulent scheme that is causing Wisconsin and its citizens to pay scores of millions of dollars a year more than they should for their prescription drugs, and may well be inducing some providers to prescribe less efficacious drugs.

**V. THE INJURY TO GOVERNMENTAL HEALTH PLANS CAUSED BY DEFENDANTS' FALSE WHOLESALE PRICES.**

**A. The Wisconsin Medicaid Program.**

57. Medicaid is a joint federal and state health care entitlement program authorized by federal law, with mandatory and optional provisions for eligibility and benefits covered, including pharmacy. Wisconsin Medicaid has three major programs: (1) Medicaid provides for very low-income children, parents, pregnant women, and elderly and disabled adults; (2) BadgerCare provides for children and parents with income up to 185% of the federal poverty level; and (3) SeniorCare provides prescription medicines to seniors with income up to 240% of the federal poverty level. In fiscal year 2004-05, Wisconsin Medicaid expenditures are projected to total \$4.4 billion including \$4.1 billion for Medicaid, \$176 million for BadgerCare and \$108 million for SeniorCare. As of October 2004, enrollment totals include Medicaid – 617,000, BadgerCare – 91,000, SeniorCare – 90,000. Total enrollment, 798,000 Wisconsin citizens, represents approximately 14% of the state population. The Medicaid pharmacy program provides a drug benefit to 275,304 recipients. Medicaid drug expenditures are projected to be \$610 million or 8% of the Medicaid budget in 2004-05 and SeniorCare drug expenditures are projected to be \$95 million. Since 2001, the cost of prescription drugs in the Wisconsin Medicaid program has increased approximately 49% from \$408 million to \$610 million.

58. With some exceptions, reimbursement to pharmacies and physicians for drugs covered by the Wisconsin Medicaid Program is made at the AWP minus a percentage (currently 12 percent), plus other fees.

59. At all times, each defendant was aware of the reimbursement formula used in the Wisconsin Medicaid Program and the reliance of the Medicaid Program on the defendants' reported AWP.

60. By publishing false and inflated wholesale prices, and by keeping their true wholesale prices secret, defendants have knowingly enabled providers of drugs to Medicaid

recipients to charge Wisconsin false and inflated prices for these drugs, and interfered with Wisconsin's ability to set reasonable reimbursement rates for these drugs.

61. As a consequence, Wisconsin's Medicaid program has paid more for prescription drugs than it would have paid if defendants had published their true wholesale prices.

**B. Medicare.**

62. Medicare is a health insurance program created by the federal government for the elderly and disabled and other eligible persons. 42 U.S.C. 1395, *et. seq.* Typically, individuals become eligible for Medicare health insurance benefits if they are over 65 years of age, disabled, or have end stage renal disease. There are two major components of the Medicare Program, Part A and Part B.

63. Medicare Part B is an optional program that provides coverage for some healthcare services for Wisconsin's participating elderly and disabled citizens not covered by Part A. 42 U.S.C. 1395j through 1395w-4. Medicare Part B is supported by government funds and premiums paid by eligible individuals who choose to participate in the program.

64. At issue here is Medicare Part B's limited benefit for drugs which are provided either: (a) incident to a physician's service and cannot generally be self-administered; or (b) in conjunction with the medical necessity of an infusion pump or nebulizer or other durable medical device payable under Medicare's DME benefit equipment (DME).

65. In order to calculate the portion Medicare recipients must pay for Part B benefits, the Medicare program has generally relied upon the falsely reported AWP. For example, from January 1, 1999, the methodology for calculating the allowable cost of multiple source drugs and biologicals is 95% of the lesser of the median average wholesale price for all sources of the generic forms of the drug or biological or lowest average wholesale price of the brand name form

of the drug or biological. 42 C.F.R. § 405.517. Medicare then pays eighty percent (80%) of the allowable cost. The remaining 20% is paid as a co-payment by the Medicare Part B beneficiary, or for eligible individuals, by the Medicaid Program. In addition, Medicare part B beneficiaries are required to pay an annual deductible amount before Part B benefits are payable.

66. Because Medicare Part B participants must pay 20 percent of the allowable cost, which is based on the AWP, for their medications, and because defendants have published false and inflated AWPs for their drugs, Medicare Part B participants are paying substantially more for their co-pay—either directly or through higher insurance premiums defraying the cost of this co-pay—than they would pay if defendants published their true wholesale prices. Indeed, with respect to at least some drugs, the 20% co-pay for the Medicare Part B participant is greater than the entire cost of the drug.

#### **VI. DEFENDANTS' SCHEME ALSO ADVERSELY AFFECTS ORGANIZATIONS PAYING FOR THEIR MEMBERS' PRESCRIPTION DRUGS.**

67. Private payers have been victimized by defendants' scheme in that they have entered into contracts with Pharmacy Benefit Managers ("PBMs"), organizations which they have retained to lower their drug costs, at drug reimbursement rates much higher than they would have had to pay if defendants had published their true wholesale prices.

68. Most private payers utilize, and are dependent on, outside companies called PBMs to handle the mechanics of their drug reimbursements including negotiating the price of drugs with drug manufacturers.

69. As the number of prescription drugs increased in the 1990s, the drug reimbursement process became increasingly complicated and prohibitively expensive. As a result, most organizations turned to PBMs to manage their drug reimbursements. PBMs had assembled vast quantities of information on the cost, availability, and comparability of many

drugs. PBMs also asserted that they had the necessary bargaining power with defendants to negotiate lower drug costs. As a result, the principal private payers switched to PBMs, and PBMs became indispensable elements in the reimbursement programs of private payers.

70. The PBM industry rapidly consolidated so that by the late 1990s four PBMs, Express Scripts, Medco Health Solutions, Inc., Caremark RX and Advanced PCS (now owned by Caremark) were able to secure a huge portion of the reimbursement market (they now control 70% of the market consisting of in excess of 210 million people).

71. Despite soliciting business from private payers by asserting that their market power would enable them to obtain lower drug costs for their clients, the four major PBMs, as well as many smaller ones, have, in fact, used their market power to obtain benefits solely for themselves. Defendants pay these PBMs huge fees and rebates, in part to secure placement of their drugs on the PBMs' formularies (the list of drugs available for purchase by the private payers' members), which increases the defendants' market shares and profits. Some of these fees and rebates are revealed publicly and passed on to the clients of the PBMs. But substantial rebates, and other economic inducements such as data access fees, research fees, education grants and promotional fees are kept secret from the private payer clients of PBMs, and the defendants so know. Indeed, the total of the fees and rebates paid to the four major PBMs by the defendants significantly exceeds the income PBMs receive from their clients, conflicting their relationship.

72. The inflated wholesale prices of the defendants are additional economic incentives to the PBMs to use defendants' drugs because high AWP's are a significant source of revenue for PBMs, and the defendants so know. For the reasons set forth below, PBMs are able

to capture these revenues through their contracting arrangements with their private payer clients and pharmacies.

73. A person insured by a private payer purchases a prescription drug at a pharmacy and pays a co-pay. The remaining balance owed to the pharmacy is paid by the PBM that is under contract with the private payer. The private payer then reimburses the PBM for the payment to the pharmacy. The PBM negotiates the price of a drug both with its client, the private payer, and the pharmacy that it reimburses. Because of their central placement in this process, major PBMs, and other smaller ones as well, are able to, and do, use defendants' inflated AWP's, and the secrecy in which defendants cloak their true selling prices, to extract significant, undisclosed (to their clients) profits. They do this by negotiating with pharmacies to reimburse them at the AWP less a discount, for example, AWP less 15 percent. At the same time, the PBM negotiates with its private payer clients to reimburse the PBM at a higher price, for example, AWP less 10 percent. The PBM then keeps the 5 percent difference. The higher the AWP, the more this 5 percent spread is worth and the more money the PBMs are able to make under this arrangement. Additionally, for this same reason there is an incentive for PBMs to put drugs with the most inflated AWP's on their formularies, further increasing the costs to private insurers.

74. The fact that PBMs can reap significant profits by utilizing defendants' false AWP's enables and encourages PBMs to construct their private payer contracts around defendants' published wholesale prices, and defendants so know. The ability of PBMs to demand such contracts is enhanced by the secrecy in which the defendants cloak the true cost of their drugs. Encouraged and enabled by defendants' false wholesale prices, and the secrecy surrounding their true wholesale prices, PBMs have systematically entered into contracts with

private payers, including those located in Wisconsin, which utilize defendants' inflated wholesale prices as a base point in connection with their fees, and defendants so know. But for defendants' conduct, private payers would have entered into reimbursement contracts based on the actual, lower prices of defendants' drugs. Thus, as a result of defendants' conduct, private payers pay much more for drugs than they would if defendants published the true wholesale prices for their drugs.

## **VII. HARM TO WISCONSIN, ITS CITIZENS, AND PRIVATE PAYERS.**

75. Defendants' unlawful activities have significantly impacted Wisconsin, its citizens, and private payers. Wisconsin has had to pay more for the drugs it purchases through its Medicaid program. Wisconsin Medicare Part B participants, who are primarily elderly and disabled citizens, have had to pay higher co-pays for their prescriptions than if defendants had truthfully reported the wholesale prices of their drugs. Private payers are also harmed by defendants' publication of false and inflated AWP's in that it has enabled and encouraged PBMs to enter into contracts with them based on these inflated prices causing them to pay far more for the drugs than if defendants accurately reported their wholesale prices.

### **COUNT I — Violation of Wis. Stat. § 100.18(1)**

76. Plaintiff State of Wisconsin realleges and incorporates by reference all previous allegations.

77. Defendants' conduct described above violates Wis. Stat. § 100.18(1), which prohibits representations with the intent to sell, distribute, or increase the consumption of merchandise when the representation contains any assertion, representation, or statement of fact that is untrue, deceptive, or misleading.

78. Defendants' conduct constitutes a violation against the elderly and disabled pursuant to Wis. Stat. § 100.264(2) in that the defendants' conduct that violates Wis. Stat. § 100.18(1) was perpetrated against the elderly and/or disabled; and (a) each defendant should have known that its conduct was perpetrated against the elderly and/or disabled; (b) each defendant caused an elderly or disabled person to lose assets essential to the health or welfare of those persons; or (c) the defendants' conduct caused economic loss that elderly or disabled persons are more likely to suffer due to age, poor health, impaired understanding, or restricted mobility.

79. Wisconsin, its citizens participating in the Medicare Part B program, and private payers, have been harmed by defendants' deceptive conduct in falsely inflating their wholesale prices in that they have paid far more for the drugs manufactured by defendants than they would have paid had the defendants truthfully reported the average wholesale prices of their drugs.

**WHEREFORE** Plaintiff State of Wisconsin prays that the Court:

- A. Grant judgment for the plaintiff State of Wisconsin.
- B. Enjoin the defendants from continuing the unlawful practices described above.
- C. Grant plaintiff State of Wisconsin, its citizens, State programs, and private payers who have been harmed by defendants' practices, restitution to restore their pecuniary loss, pursuant to Wis. Stat. § 100.18(11)(d).
- D. Grant plaintiff its costs and attorneys' fees.
- E. Impose forfeitures against the defendants as required by Wis. Stat. §§ 100.26(4) and 100.264(2), and the appropriate penalty assessments and costs as required by Wisconsin law.

F. Grant such other and further relief as this Court deems just and equitable.

**COUNT II — Violation of Wis. Stat. § 100.18(10)(b)**

80. Plaintiff State of Wisconsin realleges and incorporates by reference all previous allegations.

81. Wisconsin Stat. § 100.18(10)(b) explicitly states that it is deceptive to represent the price of any merchandise as a manufacturer's or wholesaler's price, or a price equal thereto, unless the price is not more than the price that retailers regularly pay for the merchandise. Defendants' conduct in causing to have published wholesale prices that were and are significantly greater than the true average prices for drugs paid by pharmaceutical retailers (pharmacists and healthcare providers) was, and is, a deceptive act within the meaning of Wis. Stat. § 100.18(10).

82. Defendants' conduct constitutes a violation against the elderly and disabled pursuant to Wis. Stat. § 100.264(2) in that the defendants' conduct that violates Wis. Stat. § 100.18(10)(b) was perpetrated against the elderly and/or disabled; and (a) each defendant should have known that its conduct was perpetrated against the elderly and/or disabled; (b) each defendant caused an elderly or disabled person to lose assets essential to the health or welfare of those persons; or (c) the defendants' conduct caused economic loss that elderly or disabled persons are more likely to suffer due to age, poor health, impaired understanding or restricted mobility.

83. Wisconsin, its citizens participating in the Medicare Part B program, and private payers have been harmed by defendants' deceptive conduct in falsely inflating their average wholesale prices in that they have paid far more for the drugs manufactured by defendants than

they would have paid had the defendants truthfully reported the average wholesale prices of their drugs.

**WHEREFORE** plaintiff State of Wisconsin prays that the Court:

- A. Grant judgment for the plaintiff State of Wisconsin.
- B. Enjoin the defendants from continuing the unlawful practices described above.
- C. Grant plaintiff State of Wisconsin, its citizens, and private payers who have been harmed by defendants' practices, restitution to restore their pecuniary losses, pursuant to Wis. Stat. § 100.18(11)(d).
- D. Grant plaintiff its costs and attorneys' fees.
- E. Impose forfeitures against the defendants as required by Wis. Stat. §§ 100.26(4) and 100.264(2), and the appropriate penalty assessments and costs as required by Wisconsin law.
- F. Grant such other and further relief as this Court deems just and equitable.

**COUNT III — Violation Of the Wisconsin Trust And Monopolies Act**

84. Plaintiff State of Wisconsin realleges and incorporates by reference all previous allegations.

85. All of the defendants have discounted secretly from defendants' published prices with the intent and effect of injuring competition and creating artificially inflated markets and market prices for their products. Additionally, the defendants have paid PBMs secret discounts, rebates, and other economic benefits with the intent and effect of artificially inflating the private payer market for their products. As a result of this unlawful conduct, the market for the drugs manufactured by defendants has been artificially distorted, and the prices Wisconsin, its citizens,

and private payers have paid for defendants' drugs increased beyond that which would have existed absent defendants' unlawful discounts and rebates.

86. Defendants have concealed the extent and nature of their unlawful activities as described above.

87. Defendants' conduct violates Wis. Stat. § 133.05, which prohibits the secret payment of rebates, refunds, commissions or unearned discounts.

88. Wisconsin, its citizens, and private payers have been damaged by defendants' conduct in that they have paid more for drugs than they would have paid if defendants had not engaged in the unlawful scheme described herein.

**WHEREFORE** plaintiff prays that the Court:

- A. Grant judgment for the plaintiff.
- B. Enjoin the defendants from continuing the unlawful practices described above.
- C. Impose forfeitures against the defendants as required by Wis. Stat. § 135.04(4), and the appropriate penalty assessments and costs as required by Wisconsin law.
- D. Grant Wisconsin and those injured by defendants' conduct threefold the damages suffered as a result of defendants' unlawful conduct.
- E. Grant plaintiff its costs and attorneys' fees.
- F. Grant such other and further relief as the Court deems just.

**COUNT IV – VIOLATION OF WIS. STAT. § 49.49(4m)(a)(2)  
MEDICAL ASSISTANCE FRAUD**

89. Plaintiff State of Wisconsin realleges and incorporates by reference all previous allegations.

90. Each of the defendants produces, markets, and sells pharmaceutical products for which the State of Wisconsin Medicaid Program makes a payment.

91. Each of the defendants knowingly made or caused to be made false statements or representations of material fact for use in the determination and calculation of payment by the Wisconsin Medicaid Program in violation of Wis. Stat. § 49.49(4m)(a)(2).

92. Each of the defendants used a variety of schemes, devices, agreements and false statements, and misrepresentations that had the effect of increasing the amount the Wisconsin Medicaid Program paid as part of the Medicaid Program.

**WHEREFORE**, the plaintiff respectfully requests:

- A. An amount reasonably necessary to remedy the harmful effect of the defendants' false and misleading publication and dissemination of their AWP.
- B. Forfeitures in the amount of not less than \$100 and not more than \$15,000 for each AWP reported by each defendant for the last ten years.
- C. The reasonable and necessary costs of investigation and prosecution of this case, including actual attorneys' fees.

**COUNT V — Unjust Enrichment**

93. Plaintiff State of Wisconsin realleges and incorporates by reference all previous allegations.

94. As a result of defendants' misleading pricing information, Wisconsin, its Medicare Part B participants, and private payers purchased drugs at prices greater than they would have had defendants not engaged in unlawful conduct.

95. Each defendant knew that Wisconsin, its Medicare Part B participants, and private payers were being overcharged by pharmacy providers and physicians as a direct result of defendants' misleading pricing information.

96. As a result of defendants' unlawful conduct, defendants obtained increased sales, market share and profits at the expense of Wisconsin, its citizens, and private payers.

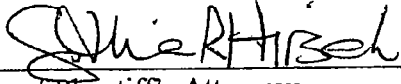
97. Each defendant knew that it was not entitled to the profits it realized from the increased sales, and market share that resulted from the excessive payments made by Wisconsin, its citizens, and private payers.

**WHEREFORE** plaintiff prays that this Court:

- A. Grant judgment for plaintiff.
- B. Enjoin the defendants from continuing the unlawful practices described above.
- C. Require the defendants to disgorge all profits they realized as a result of their unlawful conduct.
- D. Grant plaintiff its costs and attorneys' fees.
- E. Grant such other and further relief as the Court deems just.

**PLAINTIFF DEMANDS TRIAL BY JURY OF 12.**

Dated this 1 day of November, 2004.

  
\_\_\_\_\_  
One of Plaintiff's Attorneys

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# Program Memorandum Intermediaries/Carriers

Department of Health and  
Human Services (DHHS)  
HEALTH CARE FINANCING  
ADMINISTRATION (HCFA)

Transmittal AB-00-86

Date: SEPTEMBER 8, 2000

CHANGE REQUEST 1232

**SUBJECT: An Additional Source of Average Wholesale Price Data in Pricing Drugs and Biologicals Covered by the Medicare Program**

The purpose of this Program Memorandum (PM) is to provide you with an alternative source of average wholesale price data (attached) for some drugs and biologicals covered by the Medicare program. The first attachment includes data for 32 drugs that you are to consider in determining the Medicare payment allowances for your January 2001 quarterly update. The second attachment includes data for 14 oncology drugs and 3 clotting factors that are not to be implemented in that same quarterly update.

The payment allowance for drugs and biologicals covered by the Medicare program is described in PM AB-99-63. That PM states that drugs and biologicals not paid on a cost or prospective payment basis are paid based on the lower of the billed charge or 95 percent of the average wholesale price reflected in sources such as the Red Book, Blue Book, or Medispan. Examples of drugs that are paid on this basis are drugs furnished incident to a physician's service, drugs furnished by pharmacies under the durable medical equipment benefit, covered oral anti-cancer drugs, and drugs furnished by independent dialysis facilities that are not included in the end stage renal disease composite rate payment. While the Blue Book is no longer available, another publication, Price Alert, is available. Also, there are electronic versions of the same data.

The data in the attachments have come from the United States Department of Justice (DOJ) and the National Association of Medicaid Fraud Control Units (NAMFCU). They are an alternative source of average wholesale price data for certain drugs, which has recently become available to HCFA. These data have been compiled for about 400 national drug codes (NDC) representing about 50 different chemical compounds. These data are from wholesalers' catalogs that list the prices at which the wholesaler sells the respective products. The DOJ has indicated that these are more accurate wholesale prices for these drugs. Furthermore, the DOJ has indicated that because purchasers often receive further discounts below the advertised wholesale catalog price, either from a wholesaler or from the drug manufacturer directly, actual acquisition costs may be lower. The DOJ indicates that some physicians and suppliers obtain drugs at prices lower than the wholesale catalog prices through Group Purchasing Organizations (GPO). For example, the DOJ data from wholesale catalogs indicates an average wholesale price of \$22 for one albuterol sulfate NDC which is substantially less than the \$73 average wholesale price in the Redbook and compares to \$15 from a GPO. These data are generally consistent with findings from OIG reports.

There has been correspondence with some members of congress on this subject. Under separate cover, we will send you a letter from the Administrator to Members of Congress, which places in context the issue of pricing drugs covered under the existing Medicare drug benefit and this new source.

DOJ and NAMFCU have provided these data to First Data Bank, a company that compiles average wholesale prices for most State Medicaid programs. On May 1, 2000, First Data Bank provided these new average wholesale prices to State Medicaid programs. Some States have already implemented these new average wholesale prices while others have not.

HCFA-Pub. 60AB

Exhibit A

You are to consider these alternative wholesale prices as another source in determining your January, 2001 quarterly update for the 32 drugs (Attachment 1), as per PM AB-99-63. These drugs account for 75 percent of Medicare spending and 70 percent of savings (based on DOJ data) for the drugs on the complete DOJ list. However, we have some concern about access to care related to the DOJ's wholesale prices for 14 chemotherapy drugs and 3 clotting factors (Attachment 2), due to other Medicare payment policies associated with the provision of these drugs for the treatment of cancer and hemophilia. Therefore, you are not to consider at this time using the DOJ data for these drugs (Attachment 2) to establish your Medicare allowances while we further review these concerns and develop alternative policies. For the drugs shown in Attachment 2, use your usual source of average wholesale prices in your next quarterly update.

The data in these attachments may not represent all of the NDCs for a drug or biological in applying the pricing rules described in PM AB-99-63; if you decide to use these data, then you must use solely these data as the source of average wholesale prices in establishing your Medicare payment allowances for the drugs in Attachment 1.

You are to report by October 15, 2000, your usual source as well as the source you intend to use for the January 2001 updates. Also, you are to provide a list of what the updates would be for the source(s) you identify as usual and for January 2001 updates, and the percentage difference, if any, for all the drugs listed in Attachment 1 and 2 (source for drugs in Attachment 2 can not be DOJ data). You are to submit these reports electronically to a special mailbox being established for this purpose. The e-mail address for this mailbox is **DOJAWP@hcfa.gov**.

For the drugs in Attachment 1, we may provide additional guidance by the end of October, which could affect your January 2001 updates. We will provide guidance in subsequent correspondence that concerns your future drug updates, and on Medicare allowances for the drugs listed in Attachment 2 as any necessary adjustments to other payments related to the provision of these drugs are being carried out. We will also convey how we plan to adjust Medicare allowances under the outpatient prospective system for drugs that are both subject to the AWP rules and paid on a passthrough basis.

The enclosed data show a price for each NDC that is an average of the wholesale prices in the catalogs of the various wholesale companies that are also shown. The DOJ indicates that these wholesalers have toll-free numbers (included in Attachment 1) and the capacity to supply drugs via overnight delivery to any place in the country. If you decide to use these data and if a physician or supplier indicates that they cannot obtain one of these products for the average wholesale price in this new source, you may explain to the physician or supplier that one or more of the wholesale companies in the attachment have indicated to the DOJ that they supply these drugs at or below these prices. You may give the physician or supplier the name and toll-free number of the wholesaler(s). You may also give the name and telephone number of the manufacturer of the drug (available in the Red Book) as DOJ has indicated that manufacturers often supply the drugs directly. Some of the manufacturers also have web pages on the Internet. Physicians or suppliers who are members of a GPO might also obtain these drugs through that organization at or below these average wholesale prices. However, you should not imply in any way that the physician or supplier is required to change their procedure for obtaining drugs. Further, you should indicate that you are not advocating the use of these sources and do not assume any liability for the choice of source by the physician or supplier.

Sections 1842(o) and 1833(a)(1)(S) of the Social Security Act (the Act) require the Medicare program to set payment allowances for drugs and biologicals at the lower of the actual amount billed or 95 percent of the average wholesale price. The attached data represent another source of average wholesale prices for the products on the attached list. Therefore, use of this new source of average wholesale prices in Attachment 1 is not an inherent reasonableness adjustment under paragraphs (8) and (9) of section 1842(b) of the Act.

The procedure for processing intermediary claims has not changed. As described in PM AB-97-25, all carriers will continue to furnish free of charge their drug payment allowance updates for all drugs and biologicals directly to the fiscal intermediaries in their jurisdiction. Carriers should contact the fiscal intermediaries to determine the preferred method of transmission. Carriers are to send this information to all fiscal intermediaries with whom they routinely deal. To further clarify, fiscal intermediaries must use each carrier's drug payment allowances for claims submitted under that carrier's jurisdiction.

**Attachments (3)**

**The effective date for this (PM) is September 8, 2000.**

**The implementation date for this PM is September 8, 2000.**

**These instructions should be implemented within your current operating budget.**

**This PM may be discarded September 1, 2001.**

**If you have any questions contact Robert Niemann at 410-786-4531.**

Attachment 1 – If you decide to use these data, use solely these data to update the HCPCS billing codes that correspond to the drugs on this list.

<u>Drug Name</u>	<u>Prod/Mfr</u>	<u>Measurements</u>	<u>NDC</u>	<u>Wholesaler</u>	<u>Average Wholesale (AWP)</u>
Acetylcysteine	(Abbott Hosp.)/SOL, IH	10%, 30 ml, 3s	00074-3307-03	MK	\$21.90
Acetylcysteine	(Abbott Hosp.)/SOL, IH	20%, 4 ml, 30 ml, 3s	00074-3308-03	MK, BB	\$18.75
Acetylcysteine	(Dey)/SOL, IH	10%, 4ml, 12s	49502-0181-04	MK	\$25.80
Acetylcysteine	(Dey)/SOL, IH	10%, 10 ml, 3s	49502-0181-10	MK	\$15.27
Acetylcysteine	(Dey)/SOL, IH	10%, 30 ml, 3s	49502-0181-30	MK	\$41.97
Acetylcysteine	(Dey)/SOL, IH	20%, 100 ml, ea	49502-0182-00	MK	\$75.90
Acetylcysteine	(Dey)/SOL, IH	20%, 4 ml, 12s	49502-0182-04	MK	\$31.08
Acetylcysteine	(Dey)/SOL, IH	20%, 10 ml, 3s	49502-0182-10	MK	\$18.57
Acetylcysteine	(Dey)/SOL, IH	20%, 30 ml, 3s	49502-0182-30	MK	\$50.64
Acetylcysteine	(Faulding)/SOL, IH (VIAL)	10%, 4 ml, 10s	61703-0203-04	MK, BB	\$13.50
Acetylcysteine	(Faulding)/SOL, IH (VIAL)	10%, 30 ml, 10s	61703-0203-31	BB	\$91.00
Acetylcysteine	(Faulding)/SOL, IH (VIAL)	10%, 4 ml, 10s	61703-0204-04	MK, BB	\$19.50
Acetylcysteine	(Faulding)/SOL, IH (VIAL)	10%, 30 ml, 10s	61703-0204-31	MK	\$91.00
Acyclovir Sodium	(Abbott Hosp.)/(Vial, Flitop)	500 mg, 10s	00074-4427-01	BB, MK	\$349.05
Acyclovir Sodium	(Abbott Hosp.)/(Vial, Flitop)	1000 mg, 10s	00074-4452-01	BB, MK	\$700.10
Acyclovir Sodium	(App)/INJ, IJ (Vial)	50 mg/ml, 10 ml	63323-0325-10	MK	\$15.00
Acyclovir Sodium	(App)/INJ, IJ (Vial)	50 mg/ml, 20 ml	63323-0325-20	MK	\$28.00
Acyclovir Sodium	(App)/PDI	15s, 500 mg, ea	63323-0105-10	MK	\$37.15
Acyclovir Sodium	(App)/PDI	15s, 1000 mg, ea	63323-0105-20	MK	\$75.13
Acyclovir Sodium	(Bedford)/PDI, IJ (S.D.V.)	500 mg, 10s	55390-0612-10	BB, ASD, FI	\$207.00
Acyclovir Sodium	(Bedford)/PDI, IJ (S.D.V.)	1000 mg, 10s	55390-0613-20	BB, ASD, FI, OS	\$401.75
Acyclovir Sodium	(Faulding)/PDI, IJ	500 mg, 10s	61703-0311-20	FI	\$89.00
Acyclovir Sodium	(Faulding)/PDI, IJ	1000 mg, 10s	61703-0311-43	FI	\$179.50
Acyclovir Sodium	(Fujisawa/APP)/PDI, IJ (VIAL)	500 mg, 10s	63323-0105-10	BB, MK	\$371.50
Acyclovir Sodium	(Fujisawa/APP)/PDI, IJ (VIAL)	1000 mg, 10s	63323-0110-20	BB, MK	\$751.80
Acyclovir Sodium	(Fujisawa/APP)/PDI, IJ (VIAL)	500 mg, 10s	63323-0325-10	BB	\$150.00
Acyclovir Sodium	(Fujisawa/APP)/PDI, IJ (VIAL)	1000 mg, 10s	63323-0325-20	BB, MK	\$280.00
Acyclovir Sodium	(Gensia)/PDI, IJ (VIAL)	500 mg, 10s	00703-8104-03	BB	\$100.00
Acyclovir Sodium	(Gensia)/PDI, IJ (VIAL)	1000 mg, 10s	00703-8105-03	BB	\$186.00
Albuterol Sulfate	(Dey)/SOL, IH	0.5%, 20 ml	49502-0196-20	BB, MK	\$5.91
Albuterol Sulfate	(Dey)/SOL, IH	0.083%, 3 ml, 25s, UD	49502-0697-03	BB, MK	\$9.17
Albuterol Sulfate	(Dey)/SOL, IH	0.083%, 3ml, 30s, UD	49502-0697-33	BB, MK	\$11.01
Albuterol Sulfate	(Dey)/SOL, IH	0.083%, 3ml, 60s, UD	49502-0697-60	BB, MK	\$22.01
Albuterol Sulfate	(Schein)/SOL, IH	0.5%, 20 ml	00364-2530-55	BB, MK	\$7.62
Albuterol Sulfate	(Warrick)/SOL, IH	0.083%, 3ml, 60s	59930-1500-06	BB, MK, AND	\$21.92
Albuterol Sulfate	(Warrick)/SOL, IH	0.083%, 3ml, 25s, UD	59930-1500-08	BB, MK, AND	\$9.16
Albuterol Sulfate	(Warrick)/SOL, IH	0.5%, 20 ml	59930-1515-04	BB, MK	\$5.65
Amikacin Sulfate	(Abbott Hosp.)/(Vial, Flitop)	50 mg/ml, 2 ml, 10s	00074-1955-01	BB	\$125.00
Amikacin Sulfate	(Abbott Hosp.)/(Vial, Flitop)	250 mg/ml, 2 ml, 10s	00074-1956-01	BB, MK	\$150.00

<i>Amikacin Sulfate</i>	(Abbott Hosp.)/(Vial, Fliptop)	250 mg/ml, 4 ml, 10s	00074-1957-01	BB, MK	\$320.00
<i>Amikacin Sulfate</i>	(Apothecon) Amikin/INJ, IJ (Vial)	250 mg/ml, 2 ml	00015-3020-20	FI, MK	\$17.31
<i>Amikacin Sulfate</i>	(Apothecon) Amikin/INJ, IJ (Vial)	250 mg/ml, 4 ml	00015-3023-20	FI, MK	\$34.49
<i>Amikacin Sulfate</i>	(Bedford)/INJ, IJ (S.D.V., P.F.)	250 mg/ml, 2 ml, 10s	55390-0226-02	BB, MK, FI	\$65.33
<i>Amikacin Sulfate</i>	(Bedford)/INJ, IJ (S.D.V., P.F.)	250 mg/ml, 4 ml, 10s	55390-0226-04	BB, MK, FI	\$125.33
<i>Amikacin Sulfate</i>	(Faulding Pharm.)/INJ, IJ (VIAL)	50 mg/ml, 2 ml, 10s	61703-0201-07	MK	\$295.00
<i>Amikacin Sulfate</i>	(Faulding Pharm.)/INJ, IJ (VIAL)	250 mg/ml, 4 ml, 10s	61703-0202-04	BB, MK	\$890.00
<i>Amikacin Sulfate</i>	(Faulding Pharm.)/INJ, IJ (VIAL)	250 mg/ml, 2 ml, 10s	61703-0202-07	BB, MK	\$450.00
<i>Amikacin Sulfate</i>	(Faulding Pharm.)/INJ, IJ (VIAL)	250 mg/ml, 3 ml, 10s	61703-0202-08	MK	\$600.00
<i>Amikacin Sulfate</i>	(Gensia)/INJ, IJ (S.D.V.)	50 mg/ml, 2 ml, 10s	00703-9022-03	BB, OS	\$72.68
<i>Amikacin Sulfate</i>	(Gensia)/INJ, IJ (S.D.V.)	250 mg/ml, 2 ml, 10s	00703-9032-03	BB, MK	\$70.00
<i>Amikacin Sulfate</i>	(Gensia)/INJ, IJ (Vial)	250 mg/ml, 4 ml, 10s	00703-9040-03	BB	\$140.00
<i>Amphotercin B</i>	(Apothecon) Fungizone/PDI, IJ	50 mg, ea	00003-0437-30	FI	\$6.20
<i>Amphotercin B</i>	(Gensia)/PDI, IJ (S.D.V.)	50 mg, ea	00703-9785-01	BB	\$9.80
<i>Amphotercin B</i>	(Pharmacia/Upjohn) Amphocin/PDI, IJ	50 mg, ea	00013-1405-44	ASD	\$16.00
<i>Calcitriol</i>	(Abbott Hosp) Calcijex/INJ, IJ (AMP)	1mcg/ml, 1ml, 100s	00074-1200-01	FI	\$1,079.00
<i>Calcitriol</i>	(Abbott Hosp) Calcijex/INJ, IJ (AMP)	2 msg/ml, 1 ml, 100s	00074-1210-01	FI	\$2,009.35
<i>Cimetidine Hydrochloride</i>	(Abbott Hosp.)/INJ, IJ	300 mg/50 ml, 50 ml, 48s	00074-7447-16	MK	\$120.00
<i>Cimetidine Hydrochloride</i>	(Abbott Hosp.)/INJ, IJ (ADD-VANTAGE)	150 mg/ml, 2 ml, 25s	00074-7446-02	MK, BB	\$35.00
<i>Cimetidine Hydrochloride</i>	(Abbott Hosp.)/INJ, IJ (VAIL, FLIPTOP)	150 mg/ml, 2 mg/ml, 2 ml, 10s	00074-7444-01	ASD, BB, MK, OTN, FI	\$11.72
<i>Cimetidine Hydrochloride</i>	(Abbott Hosp.)/INJ, IJ (VAIL, FLIPTOP)	150 mg/ml, 8 ml, 10s	00074-7445-01	ASD, BB, MK, OS	\$30.00
<i>Clindamycin Phosphate</i>	(Abbott Hosp.)/(Vial, Fliptop)	150 mg/ml, 2 ml, 25s	00074-4050-01	FI	\$75.35
<i>Clindamycin Phosphate</i>	(Abbott Hosp.)/(Vial, Fliptop)	150 mg/ml, 4 ml, 25s	00074-4051-01	BB	\$174.00
<i>Clindamycin Phosphate</i>	(Pharmacia/Upjohn) Cleocin/INJ, IJ	150 mg/ml, 2 ml, 25s	00009-0870-26	BB, MK	\$61.20
<i>Clindamycin Phosphate</i>	(Pharmacia/Upjohn) Cleocin/INJ, IJ	150 mg/ml, 4 ml, 25s	00009-0775-26	BB, MK	\$126.00
<i>Clindamycin Phosphate</i>	(Add-Vantage)	150 mg/ml, 4 ml, 25s	00009-3124-03	BB, MK	\$126.00
<i>Clindamycin Phosphate</i>	(Add-Vantage)	150 mg/ml, 6 ml, 25s	00009-0902-18	BB, MK	\$162.00
<i>Clindamycin Phosphate</i>	(Add-Vantage)	150 mg/ml, 6 ml, 25s	00009-3447-03	BB, MK	\$162.00
<i>Clindamycin Phosphate</i>	(Add-Vantage)	150 mg/ml, 4 ml, 25s	00009-0728-09	BB, MK	\$259.20
<i>Cromolyn Sodium</i>	(Dey)/SOL, IH	10 mg/ml, 2ml, 60s,	49502-0689-02	BB, MK	\$23.01

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<i>Cromolyn Sodium</i>	(Dey)/SOL, IH	10 mg/ml, 2ml, 120s, UD	49502-0689-12	BB, MK	\$45.71
<i>Dexamethasone Acetate</i>	(Schein)/INJ, IJ (M.D.V.)	8 mg/ml, 5 ml	00364-6699-53	FI	\$11.50
<i>Dexamethasone Sodium Phosphate</i>	(Elkins-Sin)/(M.D.V.)	10 mg/ml, 10 ml	00641-2277-41	FI, OS	\$2.65
<i>Dexamethasone Sodium Phosphate</i>	(Fujisawa/APP)/INJ, IJ (VIAL)	4 mg/ml, 1 ml ea	00469-1650-00	BB	\$0.66
<i>Dexamethasone Sodium Phosphate</i>	(Fujisawa/APP)/INJ, IJ (VIAL)	4 mg/ml, 5 ml	00469-1650-20	BB	\$1.67
<i>Dexamethasone Sodium Phosphate</i>	(Fujisawa/APP)/INJ, IJ (VIAL)	30 ml	00469-1650-50	BB	\$10.00
<i>Dexamethasone Sodium Phosphate</i>	(Fujisawa/APP)/INJ, IJ (VIAL)	4 mg/ml, 5 ml	63323-0165-05	OTN	\$0.90
<i>Dexamethasone Sodium Phosphate</i>	(Fujisawa/APP)/INJ, IJ (VIAL)	30 ml	63323-0165-30	FI	\$10.00
<i>Dexamethasone Sodium Phosphate</i>	(Fujisawa/APP)/INJ, IJ (VIAL), (M.D.V.)	30 ml	63323-0165-01	BB	\$0.66
<i>Dexamethasone Sodium Phosphate</i>	(Schein)/INJ, IJ (M.D.V)	4 mg/ml, 5 ml ea	00364-6681-32	BB	\$1.08
<i>Dextrose</i>	(Abbott Hosp.)/(ADD-VANTAGE, LIFECARE)	5%, 50 ml	00074-7100-13	BB, TRI	\$3.22
<i>Dextrose</i>	(Abbott Hosp.)/(ADD-VANTAGE)	5%, 250 ml	00074-7100-02	TRI	\$4.12
<i>Dextrose</i>	(Abbott Hosp.)/(ADD-VANTAGE, LIFECARE)	5%, 100 ml	00074-7100-23	TRI	\$3.22
<i>Dextrose</i>	(Abbott Hosp.)/(LIFECARE)	250 ml	00074-1522-02	TRI, FI	\$3.63
<i>Dextrose</i>	(Abbott Hosp.)/(LIFECARE)	5%, 150 ml	00074-7922-61	BB, TRI	\$1.46
<i>Dextrose</i>	(Abbott Hosp.)/(LIFECARE)	5%, 50 ml	00074-7923-36	BB, TRI	\$1.45
<i>Dextrose</i>	(Abbott Hosp.)/(LIFECARE)	5%, 100 ml	00074-7923-37	ASD	\$1.45
<i>Dextrose</i>	(Abbott Hosp.)/(LIFECARE/PLASTIC)	(1000 ml container), 1000 ml	00074-1518-05	BB, FI, OTN, TRI, OS	\$14.54
<i>Dextrose</i>	(Abbott Hosp.)/(LIFECARE/PLASTIC)	(1000 ml container), 1000 ml	00074-1519-05	ASD, OS, FI, OTN, TRI	\$13.71
<i>Dextrose</i>	(Abbott Hosp.)/(LIFECARE/PLASTIC)	5%, 500 ml	00074-1522-03	ASD, OS, FI, OTN, TRI	\$3.87
<i>Dextrose</i>	(Abbott Hosp.)/(LIFECARE/PLASTIC)	(1000 ml container), 500 ml	00074-1536-03	BB	\$9.19
<i>Dextrose</i>	(Abbott Hosp.)/(LIFECARE/PLASTIC)	(1000 ml container), 50%, 500 ml	00074-5645-25	BB, AHT	\$3.69
<i>Dextrose</i>	(Abbott Hosp.)/(LIFECARE/PLASTIC)	(1000 ml container), 70%, 500 ml	00074-5647-25	BB, OS, FI	\$4.26
<i>Dextrose</i>	(Abbott Hosp.)/(LIFECARE/PLASTIC)	(Bulk Package), 70%, 2000 ml	00074-7120-07	BB	\$13.60
<i>Dextrose</i>	(Abbott Hosp.)/(LIFECARE/PLASTIC)	(1000 ml container), 500 ml	00074-7918-19	BB	\$8.81
<i>Dextrose</i>	(Abbott Hosp.)/(LIFECARE/PLASTIC)	5%, 250 ml	00074-7922-02	BB	\$1.54
<i>Dextrose</i>	(Abbott Hosp.)/(LIFECARE/PLASTIC)	5%, 500 ml	00074-7922-03	BB, TRI	\$1.61

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Dextrose	(Abbott Hosp.) /(LIFECARE/PLASTIC)	5%, 1000 ml	00074-7922-09	BB, TRI	\$2.34
Dextrose	(Abbott Hosp.) /(LIFECARE/PLASTIC)	(2000 ml container), 50%, 1000 ml	00074-7936-17	BB, FI, OTN, TRI, OS	\$11.24
Dextrose	(Abbott Hosp.) /(LIFECARE/PLASTIC)	(1000 ml container), 50%, 500 ml	00074-7936-19	ASD, OTN, FI, TRI, OS	\$7.09
Dextrose	(Abbott Hosp.)/INJ, IJ, (50/150 ML PART FILL)	5%, 50 ml	00074-1523-01	BB, OTN, FI, TRI, OS	\$3.91
Dextrose	(Baxter)/(QUAD PACK, MINI-BAG)	5%, 100ml	00338-0017-18	BB, TRI	\$1.55
Dextrose	(Baxter)/(BULK PACKAGE)	50%, 2000 ml	00338-0031-06	BB, TRI	\$21.60
Dextrose	(Baxter)/(BULK PACKAGE)	70%, 2000 ml	00338-0719-06	ASD, OS	\$13.31
Dextrose	(Baxter)/(GLASS FULL FILL)	70%, 1000 ml	00338-0348-04	TRI, FI	\$6.20
Dextrose	(Baxter)/(GLASS UNDERFILL)	70%, 500 ml	00338-0032-13	TRI	\$8.16
Dextrose	(Baxter)/(MINI-BAG PLUS)	5%, 50 ml	00338-0551-11	TRI	\$3.17
Dextrose	(Baxter)/(MULTI-PACK, MINI- BAG)	5%, 50 ml	00338-0017-31	TRI	\$1.80
Dextrose	(Baxter)/(MULTI-PACK, MINI- BAG)	5%, 100ml	00338-0017-38	TRI	\$1.55
Dextrose	(Baxter)/(QUAD PACK, MINI- BAG)	5%, 25 ml	00338-0017-10	TRI	\$1.80
Dextrose	(Baxter)/(QUAD PACK, MINI- BAG)	5%, 50 ml	00338-0017-11	TRI, FI	\$1.55
Dextrose	(Baxter)/(SINGLE PACK MINI-BAG)	250 ml	00338-0016-02	TRI	\$3.39
Dextrose	(Baxter)/(SINGLE PACK MINI-BAG)	150 ml	00338-0017-01	FI, TRI	\$1.50
Dextrose	(Baxter)/(SINGLE PACK MINI-BAG)	250 ml	00338-0017-02	FI, TRI	\$1.50
Dextrose	(Baxter)/(SINGLE PACK MINI-BAG)	500ml	00338-0017-03	BB, TRI	\$1.47
Dextrose	(Baxter)/(SINGLE PACK MINI-BAG)	1000 ml	00338-0017-04	FI, TRI	\$2.11
Dextrose	(Baxter)/(SINGLE PACK MINI-BAG)	5%, 100ml	00338-0017-48	FI, TRI	\$1.55
Dextrose	(Baxter)/(SINGLE PACK MINI-BAG)	10%, 250 ml	00338-0023-02	BB	\$1.69
Dextrose	(Baxter)/(SINGLE PACK MINI-BAG)	5%, 50 ml	00338-0017-41	TRI, FI	\$2.25
Dextrose	(McGaw)/(1000 ML GLASS W/ STOPPER)	50%, 500 ml	00264-1280-55	TRI	\$4.07
Dextrose	(McGaw)/(EXCEL)	5%, 1000 ml	00264-7510-00	TRI, OTN, ASD, OS	\$2.20
Dextrose	(McGaw)/(EXCEL)	500 ml	00264-7510-10	TRI, OTN, ASD, /OS	\$1.69
Dextrose	(McGaw)/(EXCEL)	5%, 250 ml	00264-7510-20	TRI, OTN, ASD, OS	\$1.59
Dextrose	(McGaw)/(EXCEL)	10%, 1000 ml	00264-7520-00	TRI	\$1.99
Dextrose	(McGaw)/(GLASS CONTAINER, 1000 ML)	500 ml	00264-1290-50	TRI	\$7.15
Dextrose	(McGaw)/(GLASS CONTAINER, 1000 ML)	70%, 500 ml	00264-1292-55	TRI	\$5.28

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<i>Dextrose</i>	(McGaw)/(GLASS W/ AIR TUBE)	70%, 2000 ml	00264-1129-50	TRI	\$18.35
<i>Dextrose</i>	(McGaw)/(GLASS W/SOLID STOPPER)	70%, 1000 ml	00264-1290-55	TRI	\$6.62
<i>Dextrose</i>	(McGaw)/(GLASS W/SOLID STOPPER)	50%, 500 ml	00264-1281-55	TRI	\$2.76
<i>Dextrose</i>	(McGaw)/(W/SOLID STOPPER, GLASS)	50%, 2000 ml	00264-1285-55	TRI	\$11.32
<i>Dextrose</i>	(McGaw)/INJ, IJ (100 ML PAB)	50 ml	00264-1510-31	TRI, OTN	\$1.61
<i>Dextrose</i>	(McGaw)/INJ, IJ (150 ML PAB)	5%, 100 ml	00264-1510-32	TRI, OTN	\$1.62
<i>Dextrose with Sodium Chloride</i>	(Abbott Hosp.)	5%-0.45%, 250 ml	00074-7926-02	TRI, FI, OS	\$1.80
<i>Dextrose with Sodium Chloride</i>	(Abbott Hosp.)	500 ml	00074-7926-03	TRI, OTN, ASD, FI, OS	\$1.96
<i>Dextrose with Sodium Chloride</i>	(Abbott Hosp.)	1000 ml	00074-7926-09	TRI, OTN, ASD, FI, OS	\$2.66
<i>Dextrose with Sodium Chloride</i>	(Abbott Hosp.)	5%-0.9%, 250 ml	00074-7941-02	TRI	\$1.93
<i>Dextrose with Sodium Chloride</i>	(Abbott Hosp.)	500 ml	00074-7941-03	TRI, OTN, ASD, FI, OS	\$1.85
<i>Dextrose with Sodium Chloride</i>	(Abbott Hosp.)	1000 ml	00074-7941-09	BB, OTN, ASD, FI, OS	\$2.24
<i>Dextrose with Sodium Chloride</i>	(Baxter)	5%-0.45%, 250 ml	00338-0085-02	TRI, FI	\$2.47
<i>Dextrose with Sodium Chloride</i>	(Baxter)	500 ml	00338-0085-03	TRI, FI	\$1.90
<i>Dextrose with Sodium Chloride</i>	(Baxter)	1000 ml	00338-0085-04	FI	\$2.25
<i>Dextrose with Sodium Chloride</i>	(Baxter)	5%-0.9%, 250 ml	00338-0089-02	TRI	\$2.93
<i>Dextrose with Sodium Chloride</i>	(Baxter)	500 ml	00338-0089-03	FI	\$2.00
<i>Dextrose with Sodium Chloride</i>	(Baxter)	1000 ml	00338-0089-04	FI	\$2.25
<i>Dextrose with Sodium Chloride</i>	(McGaw)	1000 ml	00264-7610-00	TRI, FI	\$2.10
<i>Dextrose with Sodium Chloride</i>	(McGaw)	500 ml	00264-7610-10	TRI, FI	\$1.81
<i>Dextrose with Sodium Chloride</i>	(McGaw)	5%-0.9%, 250 ml	00264-7610-20	TRI	\$1.78
<i>Dextrose with Sodium Chloride</i>	(McGaw)	1000 ml	00264-7612-00	TRI, FI, ASD	\$1.85
<i>Dextrose with Sodium Chloride</i>	(McGaw)	500 ml	00264-7612-10	TRI, FI	\$1.85
<i>Dextrose with Sodium Chloride</i>	(McGaw)	5%-0.45%, 250 ml	00264-7612-20	TRI, FI	\$1.89
<i>Diazepam</i>	(Abbott Hosp.)/(CARPUJECT LUER LOCK)	5 mg/ml, 2 ml, ea C-IV	00074-1273-32	BB	\$2.03
<i>Diazepam</i>	(Abbott Hosp.)/(CARPUJECT, 22GX1-1/4")	5 mg/ml, 2ml, ea C-IV	00074-1273-02	BB, FI	\$2.12

<i>Diazepam</i>	(Abbott Hosp.)/(VIAL, FLIPTOP)	5 mg/ml, 10 ml, ea, C-IV	00074-3213-01	OTN, MK	\$2.50
<i>Diazepam</i>	(Abbott Hosp.)/INJ, IJ (AMP)	5 mg/ml, 2ml, EA C-IV	00074-3210-32	BB	\$1.49
<i>Diazepam</i>	(Schein)/INJ, IJ (S.D.V.) (M.D.V.)	5 mg/ml, 10 ml, ea, C-IV	00364-0825-54	ASD	\$2.50
<i>Furosemide</i>	(Abbott Hosp.)/INJ, IJ (VIAL, PF, FLIPTOP)	10 mg/ml, 2 ml 25s	00074-6102-02	ASD, BB, MK	\$14.38
<i>Furosemide</i>	(Abbott Hosp.)/INJ, IJ (VIAL, PF, FLIPTOP)	10 mg/ml, 4 ml 25s	00074-6102-04	OS, ASD, OTN, BB, MK	\$20.28
<i>Gentamicin Sulfate</i>	(Abbott Hosp.)/(Vial, Fliptop)	40 mg/ml, 2 ml	00074-1207-03	OTN, BB, OS, FI	\$0.51
<i>Gentamicin Sulfate</i>	(Fujisawa)/(Bulk Package)	40 mg/ml, 50 ml	00469-1000-60	MK, BB	\$7.00
<i>Gentamicin Sulfate</i>	(Fujisawa)/(Bulk Package)	40 mg/ml, 50 ml	63323-0010-50	MK, BB	\$7.00
<i>Gentamicin Sulfate</i>	(Fujisawa)/INJ, IJ (M.D.V.)	40 mg/ml, 20 ml	00469-1000-40	OTN	\$5.40
<i>Gentamicin Sulfate</i>	(Fujisawa)/INJ, IJ (M.D.V.)	40 mg/ml, 20 ml	63323-0010-20	BB, MK	\$3.50
<i>Gentamicin Sulfate</i>	(Schein)/(M.D.V.)	40 mg/ml, 20 ml	00364-6739-55	BB	\$2.63
<i>Gentamicin Sulfate</i>	(Schein)/INJ, IJ (S.D.V.)	40 mg/ml, 2 ml	00364-6739-48	BB	\$1.18
<i>Heparin Lock Flush</i>	(Abbott Hosp.)/INJ, IJ (VIAL, FLIPTOP)	10 u/ml, 10 ml 25s	00074-1151-70	OS, OTN	\$13.60
<i>Heparin Lock Flush</i>	(Abbott Hosp.)/INJ, IJ (VIAL, FLIPTOP)	100 u/ml, 10 ml 25s	00074-1152-70	ASD, OS, FI, OTN	\$13.43
<i>Heparin Lock Flush</i>	(Abbott Hosp.)/INJ, IJ (VIAL, FLIPTOP)	30 ml, 25s	00074-1152-78	ASD, OS, OTN	\$21.07
<i>Hydrocortisone Sodium Succinate</i>	(Pharmacia/Upjohn) Solu-Cortef/ (ACT-O-VIAL)	100 mg, ea	00009-0900-13	BB, MK, ASD, BB, FI, OS	\$1.55
<i>Hydrocortisone Sodium Succinate</i>	(Pharmacia/Upjohn) Solu-Cortef/ (ACT-O-VIAL)	250 mg, ea	00009-0909-08	ASD, FI, BB, MK	\$2.65
<i>Hydrocortisone Sodium Succinate</i>	(Pharmacia/Upjohn) Solu-Cortef/ (ACT-O-VIAL)	500 mg, ea	00009-0912-05	ASD, MK, BB, OS, FI	\$5.89
<i>Hydrocortisone Sodium Succinate</i>	(Pharmacia/Upjohn) Solu-Cortef/ (ACT-O-VIAL)	1000 mg, ea	0009-0920-03	FI, MK	\$11.57
<i>Immune Globulin</i>	(Alpha Therapeutics) Venoglobulin-S 10%/INJ, IJ (10 gm/Vial, w/Admin. Set)	100 mg/ml, 100 ml	49669-1623-01	FI	\$780.00
<i>Immune Globulin</i>	(Alpha Therapeutics) Venoglobulin-S 10%/INJ, IJ (20 gm/Vial, w/Admin. Set)	100 mg/ml, 200 ml	49669-1624-01	FI	\$1,560.00
<i>Immune Globulin</i>	(Alpha Therapeutics) Venoglobulin-S 10%/INJ, IJ (5 gm/Vial, w/Admin. Set)	100 mg/ml, 50 ml	49669-1622-01	FI	\$390.00
<i>Immune Globulin</i>	(Baxter Hyland/Immuno) Gammagard S/D/PDI, IJ	2.5 gm, ea	00944-2620-02	FI	\$175.00
<i>Immune Globulin</i>	(Baxter Hyland/Immuno) Gammagard S/D/PDI, IJ	5.0 gm, ea	00944-2620-03	FI	\$350.00
<i>Immune Globulin</i>	(Baxter Hyland/Immuno) Gammagard S/D/PDI, IJ	10.0 gm, ea	00944-2620-04	FI	\$700.00
<i>Immune Globulin</i>	(Bayer) Gamimune N10%/INJ, KJ (10 gm/Vial)	100 mg/ml, 100 ml	00026-0648-71	FI, ASD, OS, Bayer Wholesale	\$727.50
<i>Immune Globulin</i>	(Bayer) Gamimune N10%/INJ, KJ (20 gm/Vial)	100 mg/ml, 200 ml	00026-0648-24	FI, OS, Bayer Wholesale	\$1,503.33
<i>Immune Globulin</i>	(Bayer) Gamimune N10%/INJ, KJ (5 gm/Vial)	100 mg/ml, 50 ml	00026-0648-20	FI, ASD, OS, Bayer Wholesale	\$362.50

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<i>Immune Globulin</i>	(Centeon) Gammar-P.I.V./PDI, IJ (w/diluent)	5 gm, ea	00053-7486-05	Health Coalition, ASD, OS	\$296.67
<i>Immune Globulin</i>	(Centeon) Gammar-P.I.V./PDI, IJ (w/diluent)	10 gm, ea	00053-7486-10	Health Coalition, ASD, OS	\$593.33
<i>Iron Dextran</i>	(Schein)/INJ, IJ (S.D.V.)	50 mg/ml, 2 ml	00364-3012-47	ASD, OS, FI, OTN	\$24.69
<i>Lorazepam</i>	(Abbott Hosp.)/(HYPAK SYRINGE)	2 mg/ml, 1ml, C-IV	00074-6776-01	BB	\$3.60
<i>Lorazepam</i>	(Abbott Hosp.)/(VIAL)	4 mg/ml, 1ml, C-IV	00074-1539-01	MK	\$3.80
<i>Lorazepam</i>	(Abbott Hosp.)/(VIAL)	4 mg/ml, 10ml, C-IV	00074-1539-10	MK	\$30.00
<i>Lorazepam</i>	(Abbott Hosp.)/(VIAL)	2 mg/ml, 10ml, C-IV	00074-1985-10	BB	\$25.83
<i>Lorazepam</i>	(Abbott Hosp.)/(VIAL, FLIPTOP)	2 mg/ml, 1ml, C-IV	00074-6778-01	BB, FI	\$2.98
<i>Lorazepam</i>	(Abbott Hosp.)/(VIAL, FLIPTOP)	4 mg/ml, 1ml, C-IV	00074-6779-01	BB	\$3.80
<i>Lorazepam</i>	(Abbott Hosp.)/(VIAL, FLIPTOP)	2 mg/ml, 10ml, C-IV	00074-6780-01	ASD, OTN, FI	\$24.42
<i>Lorazepam</i>	(Abbott Hosp.)/(VIAL, FLIPTOP)	4 mg/ml, 10ml, C-IV	00074-6781-01	BB, FI	\$28.75
<i>Lorazepam</i>	(Abbott Hosp.)/INJ, IJ (VIAL)	2 mg/ml, 1ml, C-IV	00074-1985-01	MK	\$3.00
<i>Lorazepam</i>	(Wyeth-Ayerst) Ativan/(M.D.V.)	4 mg/ml, 10ml, C-IV	00008-0570-01	FI	\$48.00
<i>Lorazepam</i>	(Wyeth-Ayerst) Ativan/(M.D.V.)	2 mg/ml, 10ml, C-IV	00008-0581-01	FI	\$29.50
<i>Lorazepam</i>	(Wyeth-Ayerst) Ativan/(S.D.V.)	2 mg/ml, 1ml, C-IV	00008-0581-04	FI	\$8.85
<i>Lupron</i>	(Tap) Lupron Depot/(3 Month Formulation)	22.5 mg, ea	00300-3336-01	ASD, FI, OTN, OS	\$1,447.60
<i>Lupron</i>	(Tap) Lupron Depot/(3 Month Formulation)	11.25 mg, ea	00300-3343-01	FI	\$1,149.00
<i>Lupron</i>	(Tap) Lupron Depot/(4 Month Formulation)	30 mg, ea	00300-3673-01	FI, ASD, OS	\$1,902.80
<i>Lupron</i>	(Tap) Lupron Depot/PDI, IJ (S.D.V.)	7.5 mg, ea	00300-3629-01	ASD, OS, FI, OTN	\$482.52
<i>Lupron</i>	(Tap) Lupron Depot/PDI, IJ (S.D.V.)	3.75 mg, ea	00300-3639-01	FI, OS	\$406.00
<i>Metaproterenol Sulfate</i>	(Dey)/SOL, IH (SULFATE FREE)	0.6%, 2500 ml, 25s, UD	49502-0676-03	BB, MK	\$11.29
<i>Metaproterenol Sulfate</i>	(Dey)/SOL, IH (SULFATE FREE)	0.4%, 2500 ml, 25s, UD	49502-0678-03	BB, MK	\$11.29
<i>Methylprednisolone Sodium Succinate</i>	(Abbott Hosp.) A-Methapred/PDI, IJ (UNIVIAL)	1 gm, ea	00074-5631-08	OTN	\$16.75
<i>Methylprednisolone Sodium Succinate</i>	(Abbott Hosp.) A-Methapred/PDI, IJ (UNIVIAL)	40 mg, ea	00074-5684-01	OTN	\$2.30
<i>Methylprednisolone Sodium Succinate</i>	(Abbott Hosp.) A-Methapred/PDI, IJ (UNIVIAL)	125 mg, ea	00074-5685-02	OTN	\$3.35
<i>Methylprednisolone Sodium Succinate</i>	(Abbott Hosp.) A-Methapred/PDI, IJ (ADD-VANTAGE)	500 mg, ea	00074-5601-44	OTN	\$9.40
<i>Methylprednisolone Sodium Succinate</i>	(Pharmacia/Upjohn) Solu-Medrol/(ACT-O-VIAL)	125 mg, ea	00009-0190-09	BB, OS	\$2.52
<i>Methylprednisolone Sodium Succinate</i>	(Pharmacia/Upjohn) Solu-Medrol/(ACT-O-VIAL)	500 mg, ea	00009-0765-02	BB	\$5.51

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<i>Methylprednisolone Sodium Succinate</i>	(Pharmacia/Upjohn) Solu-Medrol/(ACT-O-VIAL)	1 gm, ea	00009-3389-01	BB, ASD, FI, OS	\$11.39
<i>Methylprednisolone Sodium Succinate</i>	(Pharmacia/Upjohn) Solu-Medrol/(VIAL)	1 gm, ea	00009-0698-01	BB, FI, OS	\$11.69
<i>Methylprednisolone Sodium Succinate</i>	(Pharmacia/Upjohn) Solu-Medrol/(VIAL)	500 mg, ea	00009-0758-01	BB, FI, OS	\$6.37
<i>Methylprednisolone Sodium Succinate</i>	(Pharmacia/Upjohn) Solu-Medrol/(W/DILUENT)	2 gm, ea	00009-0796-01	BB, FI	\$14.41
<i>Methylprednisolone Sodium Succinate</i>	(Pharmacia/Upjohn) Solu-Medrol/(W/DILUENT)	500 mg, ea	00009-0887-01	ASD	\$6.17
<i>Methylprednisolone Sodium Succinate</i>	(Pharmacia/Upjohn) Solu-Medrol/PDI, IJ (ACT-O-VIAL)	40 mg, ea	00009-0113-12	ASD, BB, OS	\$1.45
<i>Mitomycin</i>	(Bedford)/PDI, IJ (S.D.V.)	5 mg, ea	55390-0251-01	FI, OS, ASD	\$51.83
<i>Mitomycin</i>	(Bedford)/PDI, IJ (S.D.V.)	20 mg, ea	55390-0252-01	FI, ASD, OS	\$146.67
<i>Mitomycin</i>	(Faulding)/DI, IJ	20 mg, ea	61703-0306-50	ASD, OS	\$134.00
<i>Pentamidine Isethionate</i>	(Fujisawa) Nebupent/PDR, IH (S.D.V., P.F.)	300 mg, ea	57317-0210-06	FI	\$36.00
<i>Pentamidine Isethionate</i>	(Fujisawa) Nebupent/PDR, IH (S.D.V., P.F.)	300 mg, ea	63323-0877-15	FI	\$36.00
<i>Pentamidine Isethionate</i>	(Gensia)/PDI, IJ (S.D.V.)	300 mg, ea	00053-1000-05	FI	\$29.00
<i>Sodium Chloride</i>	(Abbott Hosp.)/(ADD-VANT, LIFECARE P.F.)	0.9%, 50 ml	00074-7101-13	TRI, BB	\$3.22
<i>Sodium Chloride</i>	(Abbott Hosp.)/(ADD-VANT, LIFECARE P.F.)	0.9%, 100 ml	00074-7101-23	TRI, BB	\$3.22
<i>Sodium Chloride</i>	(Abbott Hosp.)/(ADD-VANT, LIFECARE)	0.9%, 250 ml	00074-7101-02	TRI, BB	\$4.19
<i>Sodium Chloride</i>	(Abbott Hosp.)/(LIFECARE)	0.9%, 50 ml	00074-7984-36	TRI, ASD, OS, OTN, FI	\$1.45
<i>Sodium Chloride</i>	(Abbott Hosp.)/(LIFECARE)	0.9%, 100 ml	00074-7984-37	TRI, ASD, OS, OTN, FI	\$1.45
<i>Sodium Chloride</i>	(Abbott Hosp.)/(LIFECARE, PLASTIC CONT)	0.9%, 500 ml	00074-7983-03	FI, ASD, BB, OS	\$1.69
<i>Sodium Chloride</i>	(Abbott Hosp.)/(LIFECARE, PLASTIC CONT)	0.9%, 1000 ml	00074-7983-09	FI, ASD, BB, OS	\$2.17
<i>Sodium Chloride</i>	(Abbott Hosp.)/(LIFECARE, PLASTIC)	0.9%, 250 ml	00074-1583-02	TRI, OTN, FI, OS	\$1.94
<i>Sodium Chloride</i>	(Abbott Hosp.)/(LIFECARE, PLASTIC)	0.9%, 250 ml	00074-7983-02	FI, ASD, BB	\$1.41
<i>Sodium Chloride</i>	(Abbott Hosp.)/(LIFECARE, PLASTIC)	0.9%, 150 ml	00074-7983-61	FI, ASD, OS, OTN	\$1.43
<i>Sodium Chloride</i>	(Baxter)/(MINI-BAG PLUS)	0.9%, 50 ml	00338-0553-11	TRI	\$3.32
<i>Sodium Chloride</i>	(Baxter)/(MINI-BAG PLUS)	0.9%, 100 ml	00338-0553-18	TRI	\$3.17
<i>Sodium Chloride</i>	(Baxter)/(MULTI PACK, MINI-BAG)	0.9%, 50 ml	00338-0049-31	TRI, FI	\$1.55
<i>Sodium Chloride</i>	(Baxter)/(MULTI PACK, MINI-BAG)	0.9%, 100 ml	00338-0049-38	TRI, FI	\$1.55
<i>Sodium Chloride</i>	(Baxter)/(QUAD PACK, MINI-PACK)	0.9%, 50 ml	00338-0049-11	TRI	\$1.80
<i>Sodium Chloride</i>	(Baxter)/(QUAD PACK, MINI-PACK)	0.9%, 100 ml	00338-0049-18	TRI	\$1.80
<i>Sodium Chloride</i>	(Baxter)/(SINGLE PACK, MINI-BAG)	0.9%, 150 ml	00338-0049-01	TRI, FI	\$1.51

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<i>Sodium Chloride</i>	(Baxter)/(SINGLE PACK, MINI-BAG)	0.9%, 250 ml	00338-0049-02	TRI, FI	\$1.49
<i>Sodium Chloride</i>	(Baxter)/(SINGLE PACK, MINI-BAG)	0.9%, 500 ml	00338-0049-03	TRI, FI	\$1.58
<i>Sodium Chloride</i>	(Baxter)/(SINGLE PACK, MINI-BAG)	0.9%, 1000 ml	00338-0049-04	TRI, FI	\$2.03
<i>Sodium Chloride</i>	(Baxter)/(SINGLE PACK, MINI-BAG)	0.9%, 50 ml	00338-0049-41	TRI	\$1.71
<i>Sodium Chloride</i>	(Baxter)/(SINGLE PACK, MINI-BAG)	0.9%, 100 ml	00338-0049-48	TRI, FI	\$1.55
<i>Sodium Chloride</i>	(McGaw)	50 ml	00264-1800-31	TRI, FI	\$1.49
<i>Sodium Chloride</i>	(McGaw)/(150 ML PAB)	0.9%, 100 ml	00264-1800-32	TRI, FI	\$1.49
<i>Sodium Chloride</i>	(McGaw)/(EXCEL)	0.9%, 1000 ml	00264-7800-00	TRI, OTN, FI, ASD	\$2.19
<i>Sodium Chloride</i>	(McGaw)/(EXCEL)	0.9%, 500 ml	00264-7800-10	TRI, OTN, FI, ASD	\$1.53
<i>Sodium Chloride</i>	(McGaw)/(EXCEL)	0.9%, 250 ml	00264-7800-20	TRI, OTN, FI, ASD	\$1.51
<i>Testosterone Cypionate</i>	(Pharmacia/Upjohn) Depo-Testosterone	200 mg/ml, 1 ml, C-III	00009-0417-01	BB, OTN	\$11.79
<i>Testosterone Cypionate</i>	(Pharmacia/Upjohn) Depo-Testosterone	200 mg/ml, 10 ml, C-III	00009-0417-02	BB, OTN	\$24.78
<i>Testosterone Enanthate</i>	(Schein)/INJ, IJ (M.D.V.)	200 mg/ml, 10 ml, C-II	00364-6617-54	ASD, MK, FI	\$13.39
<i>Tobramycin Sulfate</i>	(Abbott Hosp.)/(SRN)	40 mg/ml, 2 ml	00074-3583-01	BB	\$5.84
<i>Tobramycin Sulfate</i>	(Abbott Hosp.)/(Vial, Bulk)	40 mg/ml, 50 ml	00074-3590-02	BB, MK	\$103.64
<i>Tobramycin Sulfate</i>	(Abbott Hosp.)/(Vial, Flitop)	40 mg/ml, 2 ml	00074-3578-01	BB, MK	\$4.99
<i>Tobramycin Sulfate</i>	(Abbott Hosp.)/INJ, IJ (Vial Flitop)	10 mg/ml, 2 ml	00074-3577-01	BB, MK	\$2.94
<i>Tobramycin Sulfate</i>	(Gensia)/INJ, IJ (M.D.V.)	40 mg/ml, 2ml	00703-9402-04	FI, MK	\$6.98
<i>Tobramycin Sulfate</i>	(Gensia)/INJ, IJ (M.D.V.)	40 mg/ml, 30 ml	00703-9416-01	FI	\$36.90
<i>Vancomycin Hydrochloride</i>	(Abbott Hosp.)/(BULK VIAL)	5 gm, ea	00074-6509-01	FI, MK, BB	\$41.24
<i>Vancomycin Hydrochloride</i>	(Abbott Hosp.)/(VIAL, FLIPTOP)	500 mg, 10s, ea	00074-4332-01	FI, OTN, MK, BB, OS	\$4.98
<i>Vancomycin Hydrochloride</i>	(Abbott Hosp.)/(VIAL, FLIPTOP)	1 gm, 10s, ea	00074-6533-01	FI, ASD, OS, MK, BB	\$9.05
<i>Vancomycin Hydrochloride</i>	(Abbott Hosp.)/(VIAL, FLIPTOP)	1 gm, 10s, ea	00074-6535-01	FI, OTN, MK, BB	\$12.17
<i>Vancomycin Hydrochloride</i>	(Abbott Hosp.)/PDI, IJ (ADD-VANTAGE)	500 mg, 10s, ea	00074-6534-01	FI, MK, BB	\$5.09
<i>Vancomycin Hydrochloride</i>	(Fujisawa) Lyphocin/PDI IJ (VIAL)	500 mg, ea	00469-2210-30	BB, MK	\$7.00
<i>Vancomycin Hydrochloride</i>	(Fujisawa) Lyphocin/PDI IJ (VIAL)	1 gm, ea	00469-2840-40	BB, MK	\$13.00
<i>Vancomycin Hydrochloride</i>	(Fujisawa) Lyphocin/PDI IJ (VIAL)	5 gm, ea	00469-2951-00	BB	\$71.50
<i>Vancomycin Hydrochloride</i>	(Fujisawa) Lyphocin/PDI IJ (VIAL)	1 gm, ea	63323-0284-20	BB, MK	\$13.00
<i>Vancomycin Hydrochloride</i>	(Fujisawa) Lyphocin/PDI IJ (VIAL)	5 gm, ea	63323-0295-41	BB	\$71.50
<i>Vancomycin Hydrochloride</i>	(Fujisawa) Lyphocin/PDI IJ (VIAL)	10 gm, ea	63323-0314-61	MK	\$143.00

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<i>Vancomycin Hydrochloride</i>	(Fujisawa) Lyphocin/PDI IJ (VIAL)	500 mg, ea	63323-2210-30	BB, MK	\$7.00
<i>Vancomycin Hydrochloride</i>	(Lederle Std. Prod.) Vancoled/PDI INJ, IJ	5 gm, ea	00205-3154-05	MK, BB	\$45.09
<i>Vancomycin Hydrochloride</i>	(Lederle Std. Prod.) Vancoled/PDI INJ, IJ	1 gm, 10s, ea	00205-3154-15	MK, BB	\$9.02
<i>Vancomycin Hydrochloride</i>	(Lederle Std. Prod.) Vancoled/PDI INJ, IJ	500 mg, 10s, ea	00205-3154-88	MK, BB	\$4.51
<i>Vancomycin Hydrochloride</i>	(Schein)/PDI, IJ (M.D.V.)	1 gm, 10s, ea	00364-2473-91	OTN	\$12.90
<i>Vancomycin Hydrochloride</i>	(Schein)/PDI, IJ (S.D.V.)	500 mg, 10s, ea	00364-2472-33	MK	\$3.84
<i>Winrho SDF</i>	(Nabi) rho (d) immune globulin/ (VIAL)	5000 iu, ea	60492-0024-01	ASD, FI, OTN, OS	\$505.56
<i>Winrho SDF</i>	(Nabi) rho (d) immune globulin/PDI, IJ (S.D.V.)	600 iu, ea	60492-0021-01	ASD, FI, OS	\$64.96
<i>Winrho SDF</i>	(Nabi) rho (d) immune globulin/PDI, IJ (S.D.V.)	1500 iu, ea	60492-0023-01	ASD, FI, OTN, OS	\$152.30

Wholesaler Information

*ASD = ASD Specialty Healthcare (1-800-746-6273)*  
*BB = Bergen Brunswick (1-800-746-6273)*  
*FI = Florida Infusion (1-800-624-0152)*  
*MK = McKesson (1-888-782-6156)*  
*OS = Oncology Supply (1-800-633-7555)*  
*OTN = Oncology Therapeutics Network (1-800-482-6700)*  
*TRI = Triad Medical (1-800-999-8633)*  
*ANDA = ANDA (1-800-331-2632)*  
*Biomed Plus 3/99 = Biomed Plus, Inc. (1-800-809-2308)*  
*FFF = FFF Enterprises (1-800-843-7477)*  
*Bayer Wholesale = Bayer Wholesale (1-203-812-2000)*  
*Health Coalition = Health Coalition (1-800-456-7283)*

Attachment 2 – Do not use these data to update the HCPCS billing codes that correspond to the drugs on this list. Instead, use your usual source for average wholesale prices.

<u>Drug Name</u>	<u>Prod/Mfr</u>	<u>Measurements</u>	<u>NDC</u>	<u>Wholesaler</u>	<u>Average Wholesale (AWP)</u>
<i>Anti-Inhibitor Coagulant Complex</i>	(NABI) AutoPlex T/PDI, IJ (390-1050 FECU)	ea	59730-6059-07	Biomed Plus 3/99	1.06
<i>Anzemet/Dolasetron Mesylate</i>	(Hoechst Marion)/INJ, IJ (VIAL)	20 mg/ml, 5 ml	00088-1206-32	OS	\$74.08
<i>Bleomycin Sulfate</i>	(Bristol-Myer Onc/Imm) Blexonane/PDI, IJ (VL)	15 u, ea	00015-3010-20	FI, OS, ASD	\$255.39
<i>Bleomycin Sulfate</i>	(Bristol-Myer Onc/Imm) Blexonane/PDI, IJ (VL)	30 u, ea	00015-3063-01	FI, OS	\$509.29
<i>Bleomycin Sulfate</i>	(Pharmacia/Upjohn)/PDI, IJ (VIAL)	15 u, ea	00013-1616-78	ASD, FI, OS	\$158.67
<i>Bleomycin Sulfate</i>	(Pharmacia/Upjohn)/PDI, IJ (VIAL)	30 u, ea	00013-1636-86	ASD, FI, OS	\$322.00
<i>Cisplatin</i>	(APP)/INJ, IJ	1 mg/ml, 50 mg, 50 ml	63323-0103-51	OS, FI	\$150.98
<i>Cisplatin</i>	(APP)/INJ, IJ	1 mg/ml, 200 mg, 200 ml	63323-0103-64	OS, FI	\$603.50
<i>Cisplatin</i>	(APP)/INJ, IJ	1 mg/ml, 100 mg, 100 ml	63323-0103-65	OS, FI	\$301.50
<i>Cyclophosphamide</i>	(Bristol-Myer Onc/Imm) Cytoxan Lyophilized/PDI, IJ (VIAL)	100 mg, ea	00015-0539-41	ASD, OS, OTN	\$4.18
<i>Cyclophosphamide</i>	(Bristol-Myer Onc/Imm) Cytoxan Lyophilized/PDI, IJ (VIAL)	200 mg, ea	00015-0546-41	ASD, OS, OTN	\$7.03
<i>Cyclophosphamide</i>	(Bristol-Myer Onc/Imm) Cytoxan Lyophilized/PDI, IJ (VIAL)	500 mg, ea	00015-0547-41	ASD, OS, OTN	\$11.59
<i>Cyclophosphamide</i>	(Bristol-Myer Onc/Imm) Cytoxan Lyophilized/PDI, IJ (VIAL)	1gm, ea	00015-0548-41	ASD, OS, OTN	\$23.19
<i>Cyclophosphamide</i>	(Bristol-Myer Onc/Imm) Cytoxan Lyophilized/PDI, IJ (VIAL)	2 gm, ea	00015-0549-41	ASD, OS, OTN	\$45.83
<i>Cyclophosphamide</i>	(Pharmacia/Upjohn) Neosar/PDI, IJ, (S.D.V.)	100 mg, ea	00013-5606-93	ASD, OTN, OS, FI	\$3.92
<i>Cyclophosphamide</i>	(Pharmacia/Upjohn) Neosar/PDI, IJ, (S.D.V.)	200 mg, ea	00013-5616-93	ASD, FI, OS, OTN	\$5.06
<i>Cyclophosphamide</i>	(Pharmacia/Upjohn) Neosar/PDI, IJ, (S.D.V.)	500 mg, ea	00013-5626-93	ASD, FI, OS, OTN	\$7.33

<i>Cyclophosphamide</i>	(Pharmacia/Upjohn) Neosar/PDI, IJ, (S.D.V.)	1 gm, ea	00013-5636-70	ASD, FI, OTN, OS	\$11.24
<i>Cyclophosphamide</i>	(Pharmacia/Upjohn) Neosar/PDI, IJ, (S.D.V.)	2 gm, ea	00013-5646-70	ASD, FI, OTN, OS	\$21.60
<i>Cytarabine</i>	(Bedford)/PDI, IJ (VIAL)	100 mg, ea	55390-0131-10	ASD, OS, FI, MK, BB, OTN	\$3.55
<i>Cytarabine</i>	(Bedford)/PDI, IJ (VIAL)	500 mg, ea	55390-0132-10	ASD, OS, FI, OTN, MK, BB	\$11.46
<i>Cytarabine</i>	(Bedford)/PDI, IJ (VIAL)	1 gm, ea	55390-0133-01	ASD, OS, FI, OTN, MK, BB	\$23.64
<i>Cytarabine</i>	(Bedford)/PDI, IJ (VIAL)	2 gm, ea	55390-0134-01	ASD, OS, FI, OTN, BB, MK	\$47.94
<i>Cytarabine</i>	(Bedford)/PDI, IJ (VIAL)	100 mg, ea	55390-0806-10	BB	\$3.50
<i>Cytarabine</i>	(Bedford)/PDI, IJ (VIAL)	500 mg, ea	55390-0807-10	BB	\$10.50
<i>Cytarabine</i>	(Bedford)/PDI, IJ (VIAL)	1 gm, ea	55390-0808-01	BB	\$22.00
<i>Cytarabine</i>	(Bedford)/PDI, IJ (VIAL)	2 gm, ea	55390-0809-01	BB	\$44.00
<i>Cytarabine</i>	(Faulding)/INJ, IJ (S.D.V., P.F.)	(P.F., BULK PACKAGE) 20 mg/ml, 50 ml	61703-0303-50	BB, MK	\$39.00
<i>Cytarabine</i>	(Faulding)/INJ, IJ (S.D.V., P.F.)	20 mg/ml, 25 ml	61703-0304-25	ASD, BB, FI, OS	\$12.63
<i>Cytarabine</i>	(Faulding)/INJ, IJ (S.D.V., P.F.)	20 mg/ml, 5 ml (M.D.V.)	61703-0305-09	BB, MK, FI	\$4.62
<i>Cytarabine</i>	(Pharmacia/Upjohn) Cytosar-U/PDI, IJ (M.D.V.)	100 mg, ea	00009-0373-01	ASD, OS, OTN, FI, MK	\$4.06
<i>Cytarabine</i>	(Pharmacia/Upjohn) Cytosar-U/PDI, IJ (M.D.V.)	500 mg, ea	00009-0473-01	ASD, OS, OTN, FI, MK	\$13.18
<i>Cytarabine</i>	(Pharmacia/Upjohn) Cytosar-U/PDI, IJ (M.D.V.)	30 ml vial, 1 gm, ea	00009-3295-01	ASD, OS, OTN, FI, MK	\$25.11
<i>Cytarabine</i>	(Pharmacia/Upjohn) Cytosar-U/PDI, IJ (M.D.V.)	2 gm, ea	00009-3296-01	ASD, OS, OTN, FI, MK	\$49.82
<i>Cytarabine</i>	(Schein)/PDI, IJ (M.D.V.)	100 mg, ea	00364-2467-53	BB, MK	\$4.16
<i>Cytarabine</i>	(Schein)/PDI, IJ (M.D.V.)	500 mg, ea	00364-2468-54	BB, MK, OTN	\$12.14
<i>Doxorubicin Hydrochloride</i>	(Bedford)/INJ, IJ (M.D.V.)	2 mg/ml, 100 ml	55390-0238-01	FI, OTN	\$139.75
<i>Doxorubicin Hydrochloride</i>	(Bedford)/INJ, IJ (S.D.V.)	2 mg/ml, 5 ml	55390-0235-10	FI, OTN	\$10.35
<i>Doxorubicin Hydrochloride</i>	(Bedford)/INJ, IJ (S.D.V.)	10 ml	55390-0236-10	FI, OTN	\$20.20
<i>Doxorubicin Hydrochloride</i>	(Bedford)/INJ, IJ (S.D.V.)	25 ml	55390-0237-01	FI, OTN, OS	\$37.97
<i>Doxorubicin Hydrochloride</i>	(Bedford)/PDI, IJ (S.D.V.)	10 mg	55390-0231-10	FI, OTN	\$9.68
<i>Doxorubicin Hydrochloride</i>	(Bedford)/PDI, IJ (S.D.V.)	20 mg	55390-0232-10	FI, OTN	\$18.48
<i>Doxorubicin Hydrochloride</i>	(Bedford)/PDI, IJ (S.D.V.)	50 mg, ea	55390-0233-01	FI, OTN, OS	\$35.92
<i>Doxorubicin Hydrochloride</i>	(Fujisawa/APP)/(VIAL)	2 mg/ml, 100 ml	00469-1001-61	ASD	\$140.00

<i>Doxorubicin Hydrochloride</i>	(Fujisawa/APP)/(VIAL)	2 mg/ml, 100 ml	63323-0101-61	OS	\$117.17
<i>Doxorubicin Hydrochloride</i>	(Fujisawa/APP)/INJ, IJ (S.D.V., P.F.)	2 mg/ml, 5 ml	00469-8830-20	OS	\$7.35
<i>Doxorubicin Hydrochloride</i>	(Fujisawa/APP)/INJ, IJ (S.D.V., P.F.)	10 ml	00469-8831-30	OS	\$14.70
<i>Doxorubicin Hydrochloride</i>	(Fujisawa/APP)/INJ, IJ (S.D.V., P.F.)	25 ml	00469-8832-50	ASD	\$35.00
<i>Doxorubicin Hydrochloride</i>	(Fujisawa/APP)/INJ, IJ (S.D.V., P.F.)	2 mg/ml, 5 ml	63323-0883-05	OS	\$7.35
<i>Doxorubicin Hydrochloride</i>	(Fujisawa/APP)/INJ, IJ (S.D.V., P.F.)	10 ml	63323-0883-10	OS	\$14.70
<i>Doxorubicin Hydrochloride</i>	(Fujisawa/APP)/INJ, IJ (S.D.V., P.F.)	25 ml	63323-0883-30	ASD	\$34.00
<i>Doxorubicin Hydrochloride</i>	(Gensia)/(M.D.V. POLYMER)	2 mg/ml, 100 ml	00703-5040-01	ASD, OS	\$142.00
<i>Doxorubicin Hydrochloride</i>	(Gensia)/INJ, IJ (S.D.V. POLYMER)	2 mg/ml, 5 ml	00703-5043-03	ASD, OS, BB	\$12.63
<i>Doxorubicin Hydrochloride</i>	(Gensia)/INJ, IJ (S.D.V. POLYMER)	25 ml	00703-5046-01	ASD, OS	\$35.50
<i>Doxorubicin Hydrochloride</i>	(Pharmacia/Upjohn) Adriamycin/(M.D.V. P.F.)	2 mg/ml, 100 ml	00013-1166-83	ASD, OS, FI, OTN	\$150.86
<i>Doxorubicin Hydrochloride</i>	(Pharmacia/Upjohn) Adriamycin/(M.D.V.)	150 mg, ea	00013-1116-83	ASD, OS, FI, OTN	\$113.75
<i>Doxorubicin Hydrochloride</i>	(Pharmacia/Upjohn) Adriamycin/PFS INJ, IJ (VIAL, P.F.)	2 mg/ml, 5 ml	00013-1136-91	ASD, OS, FI, OTN	\$8.49
<i>Doxorubicin Hydrochloride</i>	(Pharmacia/Upjohn) Adriamycin/PFS INJ, IJ (VIAL, P.F.)	10 ml	00013-1146-91	ASD, OS, FI, OTN	\$16.74
<i>Doxorubicin Hydrochloride</i>	(Pharmacia/Upjohn) Adriamycin/PFS INJ, IJ (VIAL, P.F.)	25 ml	00013-1156-79	ASD, FI, OTN	\$37.80
<i>Doxorubicin Hydrochloride</i>	(Pharmacia/Upjohn) Adriamycin/PFS INJ, IJ (VIAL, P.F.)	37.500 ml	00013-1176-87	ASD, FI, OTN, OS	\$59.59
<i>Doxorubicin Hydrochloride</i>	(Pharmacia/Upjohn) Adriamycin/RDF PDI, IJ	10 mg, ea	00013-1086-91	ASD, FI, OTN, OS	\$8.24
<i>Doxorubicin Hydrochloride</i>	(Pharmacia/Upjohn) Adriamycin/RDF PDI, IJ	50 mg, ea	00013-1106-79	ASD, OS, FI, OTN	\$37.15
<i>Etoposide</i>	(Bedford)/INJ, IJ (M.D.V.)	20 mg/ml, 5 ml	55390-0291-01	FI, OS	\$8.45
<i>Etoposide</i>	(Bedford)/INJ, IJ (M.D.V.)	25 ml	55390-0292-01	FI, OS	\$45.13
<i>Etoposide</i>	(Bedford)/INJ, IJ (M.D.V.)	50 ml	55390-0293-01	OS, FI	\$87.43
<i>Etoposide</i>	(Bristol-Myer Onc/Imm) Vepesid/INJ, IJ (M.D.V.)	7.5 ml	00015-3084-20	OS	\$51.45
<i>Etoposide</i>	(Bristol-Myer Onc/Imm) Vepesid/INJ, IJ (M.D.V.)	20 mg/ml, 5 ml	00015-3095-20	OS	\$34.30
<i>Etoposide</i>	(Gensia)/(BULK PACKAGE)	20 mg/ml, 50 ml	00703-5668-01	ASD, OS	\$78.63
<i>Etoposide</i>	(Gensia)/(M.D.V.)	20 mg/ml, 25 ml	00703-5646-01	ASD, OS	\$40.00

<i>Etoposide</i>	(Gensia)/INJ, IJ (M.D.V. POLYMER)	20 mg/ml, 5 ml	00703-5653-01	ASD, OS	\$7.00
<i>Etoposide</i>	(Pharmacia/Upjohn) Toposar/INJ, IJ (M.D.V.)	20 mg/ml, 5 ml	00013-7336-91	ASD, OS, FI	\$9.47
<i>Etoposide</i>	(Pharmacia/Upjohn) Toposar/INJ, IJ (M.D.V.)	10 ml	00013-7346-94	ASD, OS, FI	\$19.00
<i>Etoposide</i>	(Pharmacia/Upjohn) Toposar/INJ, IJ (M.D.V.)	25 ml	00013-7356-88	ASD, OS, FI	\$44.00
<i>Factor IX</i>	(Centeon) Mononine/Factor IX Coagulation Factor PDI, IJ	1 iu, ea	00053-7668-01	ASD 3/99	\$0.79
<i>Factor IX</i>	(Centeon) Mononine/Factor IX Coagulation Factor PDI, IJ	1 iu, ea	00053-7668-02	ASD 3/99	\$0.79
<i>Factor IX</i>	(Centeon) Mononine/Factor IX Coagulation Factor PDI, IJ	1 iu, ea	00053-7668-04	ASD 3/99	\$0.79
<i>Factor IX</i>	(Genetics Inst.) Benefix/Factor IX Coagulation Factor PDI, IJ (S.D.V. w/diluent, 1000 iu)	1 iu, ea	58394-0001-01	ASD 2/00	\$0.81
<i>Factor IX</i>	(Genetics Inst.) Benefix/Factor IX Coagulation Factor PDI, IJ (S.D.V. w/diluent, 1000 iu)	1 iu, ea	58394-0002-01	ASD 2/00	\$0.81
<i>Factor IX</i>	(Genetics Inst.) Benefix/Factor IX Coagulation Factor PDI, IJ (S.D.V. w/diluent, 1000 iu)	1 iu, ea	58394-0003-01	ASD 2/00	\$0.81
<i>Factor VIII</i>	(Baxter Hyland/Immuno) Recombinate/anti- hemophilic factor, human PDI, IJ (approx. 1000 iu/Vial)	1 iu, ea	00944-2938-01	Biomed Plus, all sizes, 3/99	\$0.92
<i>Factor VIII</i>	(Baxter Hyland/Immuno) Recombinate/anti- hemophilic factor, human PDI, IJ (approx. 1000 iu/Vial)	1 iu, ea	00944-2938-02	Biomed Plus, all sizes, 3/99	\$0.92
<i>Factor VIII</i>	(Baxter Hyland/Immuno) Recombinate/anti- hemophilic factor, human PDI, IJ (approx. 1000 iu/Vial)	1 iu, ea	00944-2938-03	ASD, all sizes 3/99	\$0.78
<i>Factor VIII</i>	(Bayer Pharm) Koate HP/anti-hemophilic factor, human PDI, IJ (approx 1000 u/Vial)	1 iu, ea	00026-0664-50	ASD all sizes 3/99	\$0.42

<i>Factor VIII</i>	(Bayer Pharm) Koate HP/anti-hemophilic factor, human PDI, IJ (approx 1500 u/Vial)	1 iu, ea	00026-0664-60	ASD all sizes 3/99	\$0.42
<i>Factor VIII</i>	(Bayer Pharm) Koate HP/anti-hemophilic factor, human PDI, IJ (approx 250 u/Vial)	1 iu, ea	00026-0664-20	ASD all sizes 3/99	\$0.42
<i>Factor VIII</i>	(Bayer Pharm) Koate HP/anti-hemophilic factor, human PDI, IJ (approx 500 u/Vial)	1 iu, ea	00026-0664-30	ASD all sizes 3/99	\$0.42
<i>Factor VIII</i>	(Bayer Pharm) Kogenate/anti-hemophilic factor, recombinant PDI, IJ	1 iu, ea	00026-0670-20	Biomed Plus, all sizes, 3/99	\$0.92
<i>Factor VIII</i>	(Bayer Pharm) Kogenate/anti-hemophilic factor, recombinant PDI, IJ	1 iu, ea	00026-0670-30	Biomed Plus, all sizes, 3/99	\$0.92
<i>Factor VIII</i>	(Bayer Pharm) Kogenate/anti-hemophilic factor, recombinant PDI, IJ	1 iu, ea	00026-0670-50	Biomed Plus, all sizes, 3/99	\$0.92
<i>Factor VIII</i>	(Centeon) Bioclalte/anti-hemophilic factor, recombinant PDI, IJ	1 iu, ea	00053-8110-01	Biomed Plus, all sizes 3/99	\$0.91
<i>Factor VIII</i>	(Centeon) Bioclalte/anti-hemophilic factor, recombinant PDI, IJ	1 iu, ea	00053-8110-02	(unit) FFF, 8/99	\$0.86
<i>Factor VIII</i>	(Centeon) Bioclalte/anti-hemophilic factor, recombinant PDI, IJ	1 iu, ea	00053-8110-04	ASD, all sizes 3/99	\$0.78
<i>Factor VIII</i>	(Centeon) Helixate/anti-hemophilic factor, recombinant PDI, IJ	1 iu, ea	00053-8120-01	ASD, all sizes 3/99	\$0.78
<i>Factor VIII</i>	(Centeon) Helixate/anti-hemophilic factor, recombinant PDI, IJ	1 iu, ea	00053-8120-02	(unit) FFF, 8/99	\$0.86
<i>Factor VIII</i>	(Centeon) Helixate/anti-hemophilic factor, recombinant PDI, IJ	1 iu, ea	00053-8120-04	Biomed Plus, all sizes 3/99	\$0.91
<i>Factor VIII</i>	(Centeon) Monoclalte-P/anti-hemophilic factor, human PDI, IJ	1 iu, ea	00053-7656-01	ASD all sizes 2/00	\$0.70
<i>Factor VIII</i>	(Centeon) Monoclalte-P/anti-hemophilic factor, human PDI, IJ	1 iu, ea	00053-7656-02	ASD all sizes 2/00	\$0.70
<i>Factor VIII</i>	(Centeon) Monoclalte-P/anti-hemophilic factor, human PDI, IJ	1 iu, ea	00053-7656-04	ASD all sizes 2/00	\$0.70
<i>Fluorouracil</i>	(Fujisawa/APP)/INJ, IJ (VIAL)	50 mg/ml, 10 ml	63323-0117-10	OS, FI	\$1.20
<i>Fluorouracil</i>	(Fujisawa/APP)/INJ, IJ (VIAL)	1gm, 20 ml	63323-0117-20	OS, FI	\$2.60

<i>Fluorouracil</i>	(Fujisawa/APP)/INJ, IJ (VIAL)	2.5 gm, 50 ml	63323-0117-51	OS, FI	\$6.00
<i>Fluorouracil</i>	(Fujisawa/APP)/INJ, IJ (VIAL)	5 gm, 100 ml	63323-0117-61	OS, FI	\$11.00
<i>Fluorouracil</i>	(Pharmacia/Upjohn) Adrucil/INJ, IJ (VIAL)	50 mg/ml, 10 ml	00013-1036-91	ASD, OS, OTN, FI	\$1.47
<i>Fluorouracil</i>	(Pharmacia/Upjohn) Adrucil/INJ, IJ (VIAL)	50 ml	00013-1046-94	ASD, OTN, FI	\$8.15
<i>Fluorouracil</i>	(Pharmacia/Upjohn) Adrucil/INJ, IJ (VIAL)	100 ml	00013-1056-94	ASD, OTN, FI, OS	\$14.44
<i>Kytril</i>	(SK Beecham Pharm.)/INJ, IJ (S.D.V.)	1 mg/ml, 1 ml	00029-4149-01	FI, OS, OTN, ASD	\$139.04
<i>Kytril</i>	(SK Beecham Pharm.)/INJ, IJ (S.D.V.)	1 mg/ml, 4 ml	00029-4152-01	FI, OTN, ASD, OS	\$555.67
<i>Leucovorin Calcium</i>	(Abbott Hosp.)/(VIAL, FLIPTOP 30 ML)	10 mg/ml, 25 ml	00074-4541-04	FI, OTN, ASD, OS	\$8.56
<i>Leucovorin Calcium</i>	(Abbott Hosp.)/INJ, IJ (VIAL, FLIPTOP)	10mg/ml, 10ml	00074-4541-02	FI, OTN, OS	\$3.85
<i>Leucovorin Calcium</i>	(Bedford)/PDI, IJ (VIAL)	50 mg, 10s ea	55390-0051-10	FI, OTN, ASD, OS	\$2.76
<i>Leucovorin Calcium</i>	(Bedford)/PDI, IJ (VIAL)	100 mg, 10s ea	55390-0052-10	FI, OTN, ASD, OS	\$3.24
<i>Leucovorin Calcium</i>	(Bedford)/PDI, IJ (VIAL)	200 mg, ea	55390-0053-01	FI, OTN, ASD, OS	\$8.19
<i>Leucovorin Calcium</i>	(Gensia)/PDI, IJ (P.F. VIAL)	100 mg, ea	00703-5140-01	OTN, ASD, OS	\$3.49
<i>Leucovorin Calcium</i>	(Gensia)/PDI, IJ (P.F. VIAL)	350 mg, ea	00703-5145-01	OTN, ASD, OS	\$15.83
<i>Leucovorin Calcium</i>	(Immunex)/PDI, IJ (P.F.)	350 mg, ea	58406-0623-07	OTN, FI, OS	\$14.58
<i>Methotrexate Sodium</i>	(Bedford)/INJ, IJ (S.D.V.)	25 mg/ml, 2 ml, ea	55390-0031-10	ASD, OTN, FI	\$2.63
<i>Methotrexate Sodium</i>	(Bedford)/INJ, IJ (S.D.V.)	25 mg/ml, 4 ml, ea	55390-0032-10	ASD, OTN, FI	\$3.65
<i>Methotrexate Sodium</i>	(Bedford)/INJ, IJ (S.D.V.)	25 mg/ml, 8 ml, ea	55390-0033-10	ASD, OTN, FI	\$5.03
<i>Methotrexate Sodium</i>	(Bedford)/INJ, IJ (S.D.V.)	25 mg/ml, 10 ml, ea	55390-0034-10	ASD, OTN, FI	\$5.70
<i>Methotrexate Sodium</i>	(Immunex) LPF/INJ, IJ (S.D.V., P.F.)	25 mg/ml, 8 ml	58406-0683-12	ASD, OS, OTN, FI	\$5.84
<i>Methotrexate Sodium</i>	(Immunex) LPF/INJ, IJ (S.D.V., P.F.)	25 mg/ml, 2 ml	58406-0683-15	ASD, ASD, OS, FI	\$2.91
<i>Methotrexate Sodium</i>	(Immunex) LPF/INJ, IJ (S.D.V., P.F.)	25 mg/ml, 10 ml	58406-0683-16	ASD, OTN, FI, OS	\$7.10
<i>Methotrexate Sodium</i>	(Immunex) LPF/INJ, IJ (S.D.V., P.F.)	25 mg/ml, 4 ml	58406-0683-18	FI, MK, OTN, OS	\$4.32
<i>Methotrexate Sodium</i>	(Immunex)/INJ, IJ (VIAL, L.P.P.)	25 mg/ml, 2 ml	58406-0681-14	ASD, OS, OTN, FI	\$3.43
<i>Methotrexate Sodium</i>	(Immunex)/PDI, IJ (S.D.V.)	1 gm, ea	58406-0671-05	OS, OTN, MK	\$45.97
<i>Vinblastine Sulfate</i>	(Bedford)/PDI, IJ (VIAL)	10 mg, ea	55390-0091-10	ASD, OS, OTN, FI	\$8.19
<i>Vinblastine Sulfate</i>	(Faulding)/INJ, IJ (VIAL)	10 mg, ea	61703-0310-18	ASD	\$7.95

<i>Vinblastine Sulfate</i>	(Fujisawa/APP)	1 mg/ml, 10 ml	00469-2780-30	ASD, OS	\$9.00
<i>Vinblastine Sulfate</i>	(Fujisawa/APP)	1 mg/ml, 10 ml	63323-0278-10	OTN, FI	\$10.93
<i>Vincristine Sulfate</i>	(Faulding)/INJ, IJ (S.D.V., P.F.)	1 mg/ml, 1 ml	61703-0309-06	ASD, OS, OTN, FI	\$4.34
<i>Vincristine Sulfate</i>	(Faulding)/INJ, IJ (S.D.V., P.F.)	1 mg/ml, 2 ml	61703-0309-16	ASD, OS, OTN, FI	\$7.60
<i>Vincristine Sulfate</i>	(Pharmacia/Upjohn) Vincasar/INJ, IJ (VIAL)	1 mg/ml, 1 ml	00013-7456-86	ASD, OTN, FI, OS	\$5.10
<i>Vincristine Sulfate</i>	(Pharmacia/Upjohn) Vincasar/INJ, IJ (VIAL)	1 mg/ml, 2 ml	00013-7466-86	ASD, OTN, FI, OS	\$8.35
<i>Zofran</i>	(Cerenex)/INJ, IJ (M.D.V.)	2 mg/ml, 20 ml	000173-0442-00	FI, OTN, ASD, OS	\$169.06
<i>Zofran</i>	(Cerenex)/INJ, IJ (PREMIXED BAG)	30 mg/50ml, 50 ml	000173-0461-00	FI, OTN, FI, OS	\$128.09
<i>Zofran</i>	(Cerenex)/INJ, IJ (S.D.V.)	2 mg/ml, 2 ml	000173-0442-02	FI, OTN, OS	\$22.61

## Examples of Spreads from Defendants

Exhibit B

Manufacturer	Drug	Dose	NDC Code	2000 AWP	2000 Available Price	\$ Spread	% Spread *
Amgen	Epoin Alfa (Epopen)	10000 u/ml 2 ml 10s	55513-0283-10	\$2,400.00	\$1,960.00	\$440.00	22%
Abbott	Dextrose	50% 500 ml 6s	00074-5645-25	\$227.57	\$22.14	\$205.43	928%
AstraZeneca	Goserelin acetate (Zoladex)	10.8 mg ea	00310-0961-30	\$1,409.98	\$1,003.90	\$406.08	40%
Aventis	Dolasetron mesylate (Anzemet)	IV 20 mg/ml 5 ml	00088-1206-32	\$155.88	\$68.70	\$87.18	127%
Baxter	Dextrose	5% 25 ml 48s	00338-0017-10	\$542.88	\$86.40	\$456.48	528%
Bayer	Immune Globulin (Gammunore N)	10% 100, 50 ml	00026-0648-20	\$450.00	\$362.50	\$87.50	24%
Ben Venue (dba Bedford Labs)	Acyclovir Sodium	500 mg 10s	55390-0612-10	\$528.00	\$207.00	\$321.00	155%
Boehringer Ingelheim	Mesoridazine Besylate 100mg tablet	100s	00597-0023-01	\$133.01	\$104.74	\$28.27	27%
Bristol-Myers Squibb	Cyclophosphamide (Cytosan Lyophilized)	IV 1 gm	00015-0548-41	\$51.43	\$23.19	\$28.24	122%
Dey	Metaproterenol sulfate	4% 2.5 ml 25s	49502-0678-03	\$30.75	\$11.29	\$19.46	172%
Janssen Pharm.	Verapamil HCL 240 mg tablet	100s	00172-4280-60	\$120.95	\$10.50	\$110.45	1052%
McNeil	Ketoconazole 200 mg	100s	50458-0220-10	\$351.11	\$281.33	\$69.78	25%
Merck	Sod/Potass/K Cit/Sodium Cit	473 ml	17314-9322-01	\$25.44	\$19.09	\$6.35	33%
Mylan	Famotidine 10 mg/ml	4 ml x 1	00006-3541-14	\$8.24	\$6.06	\$2.18	36%
Novartis	Atenolol 25 mg	100s	00378-0218-01	\$74.00	\$1.60	\$72.40	4525%
Ortho Biotec	Tegretol 200 mg	100s	00083-0027-30	\$45.26	\$32.44	\$12.82	40%
Pharmacia	Epoetin alfa (Procrit)	2000 ml, 1ml 6s	59676-0302-01	\$154.87	\$115.95	\$38.92	34%
Pfizer	Amphotericin B (Amphocin)	50 mg	00013-1405-44	\$36.26	\$16.00	\$20.26	127%
Roxane	Azithromycin (Zithromax)	Pack	00069-3051-07	\$209.80	\$167.84	\$41.96	25%
Sandoz (fka Geneva)	Prednisone 20 mg	500s	00054-4729-29	\$57.72	\$18.31	\$39.41	215%
Schering	Haloperidol 5 mg	100s	00781-1396-01	\$67.50	\$2.68	\$64.82	2419%
Sicor (Gensia-Sicor)	Celestone 3mg/ml	5 ml	00085-0879-05	\$19.40	\$16.12	\$3.28	20%
Smithkline Beecham (dba GSK)	Etioposide	20 mg/ml, 25 ml	00703-5646-01	\$209.00	\$40.00	\$169.00	423%
Tap	Ondansetron Hcl (Zofran)	30mg/50ml, 50ml	00173-0461-00	\$206.41	\$128.09	\$78.32	61%
Teva	Lupron	22.5 mg	00300-3336-01	\$1,605.56	\$1,147.60	\$457.96	40%
Warner Lambert	Naproxen 500 mg	100s	00093-0149-01	\$113.70	\$6.75	\$106.95	1584%
Watrick	Loestrin FE 1/20 Tab	28ea x 30	00071-0913-15	\$889.99	\$480.00	\$409.99	85%
Watson	Albuterol Sulfate	3 ml, 60s	59930-1500-06	\$72.60	\$21.92	\$50.68	231%
	Methylphenidate 10 mg	100s	00364-0479-01	\$47.70	\$23.52	\$24.18	103%
* The % spread is calculated as follows: (AWP-available price)/available price = % Spread							

WI